



October 24, 2019
Claude Simon
534 West 42nd Street
New York, NY 10036
Project Name: Basement Unit Project Address: 534 West 42nd Street

534 West 42nd Street Condominium
c/o Livingston Management
225 West 35th St Suite 1400
New York, NY 10001
Att: Steven Trebatch
646-214-0335
steve@livingnyc.com

Proposal: 1
Revision: 1
Total Pages: 2

CS

We thank you for the opportunity to provide this proposal for H.V.A.C system with the above referenced project. Our proposal is based on the following documentation and/ or communications:

Scope of Work:

- 1) Evacuate all existing refrigerant from unit.
- 2) Remove and Cart away existing air handler servicing basement.
- 3) Remove and Cart away existing condenser servicing basement. Disconnect hot water supply from coil.
- 4) Remove and Cart away existing copper lines.
- 5) Furnish and Install 1 new American Standard 13 Seer condenser.
- 6) Furnish and Install 1 new indoor evaporator complete with hot water coil.
- 7) Furnish and Install copper refrigerant lines from indoor evaporator to outdoor condenser.
- 8) Charge system with proper levels of refrigerant
- 9) Pull Vacuum
- 10) Start up and Run System
- 11) Proposal Pricing: \$7,600.00

Note: Lead times on unit is 3 to 4 weeks

Exclusions: Any and all electrical, plumbing, penetrations and patching thereof, roofing, crane, any and all rigging equipment, fire alarm connections or testing, dunnage and or structural supports and demo. Any and all materials and/or labor not described above.

Payment Terms: 50% deposit, 35% progress payment, Final payment upon completion

Please do not hesitate to call with any questions or concerns. You can reach me at my office (718)-547-8413.

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|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|--------------|
| This proposal is hereby accepted and is authorized to proceed with the work proposed herein. This Proposal incorporates the terms and conditions attached. | | | |
| Mechanical Installation Corp. | | | |
| Signature: | Domenick DeRose | Signature: | Claude Simon |
| Name: | Domenick DeRose | Name: | Claude Simon |
| Title: | President | Title: | President |
| Date: | 10/24/2019 | Date: | 10-25-2019 |



Terms and Conditions

Projects and Installations

1. Service provided under this agreement will be performed during normal working hours.
2. The guarantees, services and/or installation 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 Mechanical Installation Corp, hereafter Mechanical Installation Corp. recommendations.
3. Customer is responsible for all floor, wall and rooftop penetrations, and the repair and patching thereof.
4. 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 obsolete electrical flake failures and equipment beyond it serviceable life.
5. Customer is responsible of the structural integrity of all beams, lentils, supports, roofing and the like. It is understood that customer has the authorization from the building owner to make said penetrations.
6. Customer is responsible for any and all electoral work, parts, or components required to render the A.C system operable.
7. Sheetrock, demolition, carpentry, electrical, roofing, masonry, plumbing, gas lines, stem lines, refrigeration lines and/or any general construction that is beyond the scope of our work and is not part of this proposal, is the responsibility of the customer.
8. All equipment specified in this proposal shall remain in the property of Mechanical Installation Corp. until paid in full.
9. Customer is responsible for all construction and municipal permits, duct and/or mechanical permits including but not limited too architectural or engineered drawings, blueprints, engineers, architects, sign offs, filing fees and application submittals, except for the fire suppression system permit. As built drawings or shop drawings not included.
10. Payments to Mechanical Installation Corp will not be delayed due to the incomplete work of other trades, companies or municipalities. If payments are not made as agreed, customer is responsible for attorney fees and court cost incurred by Mechanical Installation Corp. to collect said monies and/or enforce contract.
11. The undersigned ^{ca}unconditionally ~~and personally~~ guarantees the prompt payment of all indebtedness incurred by the corporation, including but not limited to attorney fees, in consideration of the extension of credit.
12. Mechanical installation will not be liable for delays or failure obligate you to fire flood strike block out freezing on availability of material right acts of God or any calls beyond reasonable control
13. Work necessities by present or future apartments by government or insurance law and order request is not included.

Print Name: Claude Simon
Signature: *Claude Simon*

Date: 10-25-2019