



EMPIRE ENERGY SPECIALISTS, INC.

EMPIRE WIN-DOOR

970 NEPPERHAN AVENUE
YONKERS, NEW YORK 10703

OFFICE 914.965.3222

FAX 914.965.0442

PROPOSAL

PROJECT: YPS # 23 – Emergency Replacement

DATE: September 25, 2020

SCOPE: Doors, Frames, Hardware, Glazing

BASIS: Site Visit, Discussion

TERMS: Net 30, 1.5% Thereafter

We propose the below listed scope of work/material based on the above referenced Basis.

Price: \$16,400.00

SIXTEEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS

Workscope

- Furnish and Installation of the following:
 - One (1) Pair Frame With Transom – Dark Bronze Anodized, 2” x 6” Tube Frame
 - One (1) FRP Panel – Pebble Face, Hartford Green
 - One (1) Pair FRP Doors – Pebble Face, Hartford Green, 6” x 30” Vision Lite, Dark Bronze Anodized Aluminum Kit, Aluminum Banding and Recessed Pulls
 - Two (2) 1” IGU Lites – ¼” Clear Tempered x AS x ¼” Clear Tempered
 - Two (2) Pemko DFM83SLF-HD1 Continuous Hinges
 - One (1) Corbin Russwin ED5200 x K157 x M52 (Cylinder Dogging) x 36” x 630 x RHR (Active)
 - One (1) Corbin Russwin ED5200 x M52 (Cylinder Dogging) x Exit Only x 36” x 630 x LHR (Inactive – Exit Only)
 - One (1) Corbin Russwin Keyed Removable Mullion 910KM x PC Finish
 - All Devices/Mullion prep’d to received Medeco 23N2301 Core by Owner.
 - Two (2) Norton 7500 (Tri-Pack) Parallel Arm Mount Surface Closer x 690 Finish
 - Two (2) Pemko 18061DNB36 Door Bottom Sweep
 - One (1) Pemko 172A72 Aluminum Threshold (1/2” Rise x 6” Depth)

ALTERNATE DEDUCT: Reuse existing frame DEDUCT \$1,200.00

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P.O. Box 331, Centuck Station, Yonkers, New York 10710
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QUALIFICATIONS / EXCLUSIONS:

1. Hardware pricing is solely based on the provided hardware sets within the hardware schedule. If an item is missing from a specific hardware set and proves to be required (mullion, core, threshold, etc.) it will be billed accordingly in addition to the above stated bid price. SEE ABOVE FOR HW SPECIFICS.
2. Manufacturers: As noted above. Any item with multiple manufacturers EES-EWD will provide at it's sole discretion which equal product will be supplied. No "No Substitution" clauses are present within spec.
3. Plaster, patching, and/or painting of adjacent substrates are not included in the above pricing, including, repairing, scraping, priming and painting of existing frames, brick shelves and/or steel lintels, and repair/patch of adjacent flooring, including flooring beneath existing framing/thresholds/hardware. Any grouting/masonry work required at new/existing frames, sills, etc. is by others. Any floor closers that need to be removed/filled are the responsibility of GC/others.
4. Brick/block/lintel repair and/or replacement is not included in the above pricing.
5. Abatement/remediation is NOT included in the above pricing.
6. Production lead time starts once all information required to manufacturer has been received, including approved shop drawings and progress payment if required.
7. Shop drawings are to be submitted for approval. Shop drawings are included in the pricing.
8. Tax is NOT included, if applicable.
9. Pricing is based on standard day-time prevailing rates. Night and/or weekend work will be billed additional at time of service.
10. Any low-voltage, electrical and/or HVAC work -- disconnects of existing systems, reinstallation of existing or installation of new systems, removing/reinstallation or install of new electrical wiring thru or to any part of a new door system/hardware -- is by others. All existing electrical systems MUST be tested and verified operable in the presence of EES. EES will mount hardware to be electrified/commissioned by others. EES will run wiring to head of frame only to be connected to and electrified by others.
11. Reuse of any hardware (if any) is based on assumption that hardware can be reused. EES makes no guaranty that hardware can be reused. If hardware cannot be reused as-is (including finish) upcharge shall apply.
12. Unless otherwise noted above, all demo is by others. Where applicable, pricing is solely based on receiving prepared punched openings for installation of new materials. If board up of exterior

openings is required it is the responsibility of GC to do so. EES will remove the board-up and neatly stack near opening for disposal by GC.

13. Coordination with other trades is the responsibility of GC.
14. Weather-stripping at new aluminum frames is included by frame manufacturer – standard brush pile. Any ancillary surface applied weather-stripping at aluminum frames is excluded.
15. Any ancillary trim (wood, aluminum, etc.) is by others.
16. **Any windows/panels/glazing/screens/etc. not a part of the openings indicated within the above basis are specifically excluded.**
17. Temporary construction cores are NIC.
18. Attic stock, key cabinets, key software are NIC.
19. NOTE – Any painted aluminum, if applicable to this project, will have extended lead times.
20. Protection of EES installed products is responsibility of GC on a rolling daily basis.
21. EES Insurance included is our standard limits only. Any particular additional coverage above EES standard limits may be subject to upcharge. Limits available upon request.

GENERAL CONDITIONS

1. **APPLICATION.** The general conditions herein shall govern the relationship between EES and the undersigned for any and all work outlined above and any additional work related to the same. Additional or different terms, subject to NYS law, shall only apply when agreed to in writing by EES.
2. **LEAD TIME.** Production lead time starts once all information required to manufacture has been received, including approved shop drawings and progress payment if required.
3. **MATERIAL DEVIATION. This quote is based solely on the listed doors/frames/glazing and hardware. Any material deviation from that quoted is subject to upcharge. Where multiple manufacturers are listed it is at the sole discretion of EES as to which will be submitted for approval. It is responsibility of GC to verify special substitution requirements if any that may impact material approvals.**
4. **ADDITIONAL WORK; CHANGES IN WORK:** Additions or changes to work scope as detailed within the above referenced Basis are required to be approved in writing by Contractor, Owner, Architect or Engineer prior to EES performing such work. Contractor, Owner, Architect or Engineer shall make an authorized representative immediately available for inspection and execution of an Additional Work Authorization or Change Order either in the field or by phone and email. EES will not execute additional or changes in work varying from the above Basis without written approval of the same. Should EES agree to do so by verbal instruction it shall not be deemed a waiver of this requirement for all other instances of additional or changed work scope. In the event an unforeseen or materially different condition is discovered during the work day by EES the Contractor, Owner, Architect or Engineer shall be immediately available to render decision and sign-off so as to not delay installation of materials. In the event that someone is not available in person or by phone and email to render decision and provide approval, EES will proceed to provide temporary protection

of the site while awaiting for decision. Should temporary protection prove necessary the Contractor, Owner, Architect or Engineer is required to pay for any additional labor and/or material required for the temporary protection, and any necessary labor and materials required to return and complete the opening which would have already been complete but for Contractor, Owner, Architect, Engineers inability to make themselves immediately available for inspection and execution of an Additional Work Authorization or Change Order.

5. DEPOSIT / PAYMENT BOND.

NO Deposit Required in the amount of \$ _____.
NO Payment bond required.

6. PAYMENT TERMS; LATE FEES; RETAINAGE. There above pricing is based on 30 day net 1.5% immediately thereafter payment terms. In the sole discretion of EES, acceptance of this proposal is predicated on receipt of purchase order and subject to credit approval. Should payment terms change due to negotiation or alternate written agreement EES reserves the right to modify the pricing as required. Late payments will be charged a late fee of either 1.5%. per month or \$75.00 per month, whichever amount is greater. Any such late fee shall apply in full for the entirety of the month immediately following the expiration of such 30 calendar day payment period. Late fees are not subject to proration. No retainage, unless specifically agreed to in writing by EES, shall be allowed. If EES should be acting in the capacity of Subcontractor, payment is in no way conditional on payment application/invoice NOR payment to Contractor from Owner, nor is it conditional on approval of work by Owner, Architect, Engineer or other unless specifically agreed to in writing by EES as a change in payment term. If late fees are applied, any payment received by EES will be first applied to late fees prior to being applied to contract balance.

7. LEGAL FEES AND COSTS. In the event that EES seeks legal advice and/or recourse with respect to the collection of any amounts due to it as a result of costs of goods sold, material delivered and/or work and services performed and rendered for the undersigned, EES will be entitled to collect its actual legal fees, costs, disbursements, in addition to the principal sum due plus interest as set forth above.

8. SALES TAX. Tax is NOT included, if applicable.

9. SCHEDULING. Phasing of work is the responsibility of GC. Installation of materials covered under this proposal is conditional on all other work necessarily preceding material installation being completed in a timely fashion by others. Notwithstanding any agreement or certification executed by EES with respect to material delivery or material installation EES shall not be liable for any damages associated with delays, whether caused by EES or others.

10. PRICE VALIDITY. Prices are firm for 90 days from the above date. Thereafter prices may be subject to change.

11. PREVAILING WAGE RATES – STANDARD. The above price includes standard prevailing wage rates.

12. PREVAILING WAGE RATES -- NIGHT DIFFERENTIAL & OVERTIME. The above price does NOT include any costs incurred for night differential nor overtime required under NYS/CT DOL Prevailing Wage Law. If necessary the above will be billed accordingly.
13. CUSTODIAL FEES. The above price does NOT include any costs incurred for custodial staff. If necessary the above will be billed accordingly.
14. BONDING. Unless specifically stated, the above price does NOT include any cost for furnishing the General Contractor, Prime Contractor, Owner, Etc. with payment, performance or any other bond which may be required. Bonds are available at an additional cost of 3% of the total final contract amount upon written request.
15. CONTRACTUAL PRIVITY. This proposal shall be the sole contract between the below party and Empire Energy Specialists Inc. Any and all attempts to establish privity whether by a "Flow-Down" clause or additional agreement are void and unenforceable.
16. TITLE TO MATERIAL. Ownership to all materials, equipment, appurtenances, etc. furnished and/or installed forming the basis of or arising from this Contract shall remain entirely with EES until released upon full and complete payment by the undersigned, including any and all late fees if applicable. Any and all written or oral clauses, conditions or statements, whether made prior or subsequent to this Contract, including legislation on the same, shall have no effect on the interest of EES whatsoever.
17. CREDIT CARD PAYMENTS. If payment by credit card is desired please add 3.0% to the above pricing.
18. STORAGE. Storage of ready to install materials on-hand is not included in the above price beyond 7 days. At the sole discretion of EES, storage, if required, will be billed on a monthly basis at a scale of \$5 per cubic-foot starting on the 8th day after materials are fully ready to be installed and customer has been notified of intent to install.

GENERAL EXCLUSIONS

Unless specifically included above the following are excluded, in whole or in part, from the pricing above:

1. Asbestos and Lead Abatement
2. Hollow metal or wood doors, frames, panels and windows.
3. Sound-rated (Acoustical) assemblies.
4. Notifying other contractors in advance of the installation.
5. Door louvers.
6. Head strut supports.
7. Structural reinforcing members.
8. Junction boxes, conduits, connectors, access plates, etc. for electrically operated hardware.
9. Additional doors for testing.
10. Field or lab testing.
11. Mockups / samples
12. Sales tax

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13. P.E. stamp / engineering calculations.
14. Hurricane / impact of seismic tested materials.
15. Leed certified materials.
16. AAMA labels of certification.
17. DOD bomb blast tested materials.
18. Panning.
19. Column covers.
20. Brake metal.
21. Insurance or bonding of materials.
22. Structural steel / steel inserts.
23. Special or extended warranties.
24. Protective coatings.

STANDARD EXCLUSIONS:

Unless specifically included in Seller's description of products, Seller excludes from this Agreement: Hardware, glass, glazing; lead for lead-lined doors or frames; screens and screening; electrical conduit; silencers; thresholds; structural steel frames or other structural or miscellaneous expansion bolts; application hardware; drilling and tapping for surface applied hardware; protection after delivery; provisions for concealed closures; holders or anchor hinges; installation, supervision of installation, field measurements and all other field labor; bituminous coating; state and local taxes, use or similar taxes, finish painting, special packing or crating for international shipments.

Please call if you need further assistance. I can be reached at: 914.469.4709

Respectfully Submitted,

Empire Energy Specialists, Inc.

Adam A. Sokolik

Adam A. Sokolik

ACCEPTANCE & GUARANTY

Acceptance of this proposal by the undersigned shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting terms in any other contract document, whether executed prior to, contemporaneously, or subsequent to this proposal unless expressly agreed to by EES. Agreement herewith shall be evidenced by signature hereon, Letter of Award, Notice to Proceed or by any other direction, whether verbal or written, for EES to commence work on the project. Any of the above forms of acceptance shall have the same effect as any other form of acceptance. The individual tendering such acceptance, whether by below execution, verbally or any of the other forms noted herein shall be considered a duly authorized representative of Contractor, Owner, Architect, Engineer and he or she covenants that he or she has the unconditional full authority to bind Contractor, Owner, Architect, Engineer. The duly authorized representative, both on behalf of the Contractor, Owner, Architect, Engineer and himself or herself personally, covenants and agrees that the Contractor, Owners, Architect, Engineer has the ability to financially carry the project in full and pay in a

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timely manner in compliance with the above terms. Acceptance by the authorized person shall act as acknowledgment by said individual irrevocably and unconditionally personally guaranteeing to EES the full and prompt payment under the payment terms herein without reservation.

Purchase Order # _____

Signed: _____

Print Name _____

Title: _____

******THIS IS A BINDING LEGAL DOCUMENT UPON SIGNATURE******
******PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING******