

Name: Evan Pfenninger  
Site: Bethel PD  
Address: 12 Judd Ave  
City, State, Zip: Bethel, CT 06801

Date: 4-12-24

**RE: Bethel PD Gas Regulator**

**Environmental Systems Corporation is pleased to submit this proposal for the following:**

**Findings:** The building committee decision to pursue the 2 psi service option which would include a new meter and service regulator, we are suggesting to install a gas pressure regulator to serve the entire building which we believe would be more cost effective than individual regulators at each appliance. This would need to be in place before the service is upgraded to 2 psi is turned on and in coordination with Eversource's efforts. ESC will furnish and install a 2" Maxitrol #325-11L specified by Kohler Ronan Consulting Engineers.

**Scope of Work:**

- Shut off gas to the building.
- Purge and remove any remaining Pressure and gas from the gas line.
- Remove the existing gas regulator.
- Install the new Maxitrol #325-11L gas regulator as per manufacturer's Instructions, on existing gas line.
- Turn on gas thru the meter to the new gas regulator and check for leaks.
- Tune the new regulator to match Eversource's required Water column.

**The Total amount for the above project will be .....\$3,665.00 + Applicable Taxes**  
(Three Thousand Six Hundred Sixty Five Dollars)

**Availability:** 3-5 Working days from time of order

**Note:** Any problems found after performing scope of work above will be brought to the attention of the customer for further evaluation.

**Exclusions**

- No testing, removal, or disposal of asbestos material.
- If Asbestos is suspected the customer will need a certificate stating the area is clear before starting the project.
- No Removal or disposal of any Hazardous waste oil or fluids from site other than listed above.
- No overtime associated with the job unless written Authorization is given.
- No Sheetrocking walls, patching or painting.
- Provide high or low voltage wiring other than listed above.
- Provider of any rigging or crane service other than listed above.
- Provide any material other than listed above.
- Provide any labor other than listed above.

**Due to the unprecedented Market Volatility in Pricing and Shipping this quote is only good for 30 days.**

## **TERMS AND CONDITIONS**

The information contained in this proposal is proprietary and confidential to Environmental Systems Corporation, (ESC) and is offered solely for your own use and evaluation. We intend to maintain the confidentiality of any information you have provided us, and we require that this proposal be kept in strict confidence and that it not be disclosed to any outside party for any other purpose.

- 1. Project or Repair services provided under this agreement will be performed during normal working hours unless otherwise noted. Normal working hours are defined as 7:00am to 3:30pm, Monday through Friday inclusive, excluding holidays.**
- Reasonable and safe means of access to the equipment being serviced shall be provided to Environmental Systems Corporation and shall be permitted to start and stop all equipment necessary to perform its services. If any of the equipment requiring service is considered unsafe, the client will be required to properly correct the unsafe condition before Environmental Systems Corporation will proceed with the service. Environmental Systems Corporation shall be permitted to the use of the buildings fixed ladders, mops etc.
- 3. The guarantees and services provided under the scope of this agreement are conditioned upon the Client properly operating and maintaining the system. Client will do so in accordance with industry accepted practices. This proposal does not include responsibility for poor system design, undeclared or hidden conditions, system obsolescence or equipment beyond its reasonable life.**
- Client agrees to pay invoices within thirty (30) days of receipt. Environmental Systems Corporation reserves the right to cancel this and/or stop work under this agreement without notice, should payment become sixty (60) days or more delinquent.
- 5. Client agrees to pay in advance for material, equipment, and engineering costs necessary for the start of the project.**
- Environmental Systems Corporation shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, lightning, power fluctuation, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, fuel, labor or materials, or malicious mischief. Any delays in the project which may occur due to customer supplying equipment or material may be billable if Environmental Systems Corporation occurs any additional cost beyond the normal project scope.
- 7. In no event shall Environmental Systems Corporation be liable for business interruption losses or consequential or speculative damages, but this sentence shall not relieve Environmental Systems Corporation of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of Environmental Systems Corporation in performance or failure of its obligations under this agreement.**
- In the unlikely event of failure to perform its obligations, Environmental Systems Corporation's liability is limited to repair or replacement at its option, and such shall be Client's sole remedy. Under no circumstances will Environmental Systems Corporation be responsible for loss of use, loss of profits, increased maintenance, or operating costs, claims of clients or client's tenants, or any special, indirect or consequential damages.
- 9. Environmental Systems Corporation Labor guarantees are as follows, unless specified otherwise. (1) one year labor on a complete newly installed system, (90) ninety days on major replacement component's, e.g.: Heat exchangers, compressors, condensing units, coils) and (30) thirty days on replacement service components or repairs. Parts and Materials are covered by the manufacturer's warranties. Warranty period begins when installation is complete and accepted by the customer. All material is guaranteed to be as specified. Any repairs to equipment or material provided by the customer will be billed as a normal service call.**

TERMS AND CONDITIONS CONTINUED

10. In the event that the customer requires having their own staff work with Environmental Systems Corporation personnel on any project assigned for the installation, service or repair of any equipment or building owned by the customer, Environmental Systems Corporation shall not be held liable for any work performed, damage or injuries to customer's equipment or personnel other than the elements of the work performed solely by Environmental Systems Corporation employees. For safety purposes, Environmental Systems Corporation employees may direct the owner's employees to remain outside of certain work areas when the owner's employees are not trained in the safety procedures necessary to be in certain work zones. This includes, but is not limited to; Lockout / Tag out, Arc Flash/Control of Hazardous Energy, Hazardous Materials Handling, Confined Space, Lifting Rigging / Crane Signaling, Fall Protection and other safety standards and procedures.
11. **Any alteration or deviation from specifications above involving extra cost will be executed only by written orders and will become an extra charge over and above the estimate. This proposal may be withdrawn by Environmental Systems Corporation if not accepted within 15 days.**
12. Environmental Systems Corporation is not responsible for the Identification, Abatement, or the removal of asbestos or any other toxic or hazardous substances, waste, or materials. In the event such hazardous conditions are found, the sole obligation of Environmental Systems Corporation is to notify the customer or owner of the hazards. Environmental Systems Corporation shall have the right to suspend its work until such hazards are removed. The completion time of the work shall be extended, and the contract price be equitably adjusted as necessary.
13. **In the event either party must commence a legal action in order to enforce any right under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim.**
14. If required, customer shall be responsible for paying all applicable taxes both state, local and permit fees.
15. **Environmental Systems Corporation requests to be notified if any alterations, additions, adjustments, or repairs that are made by others.**
16. Work necessitated by present or future requirements by governments or insurance companies are not included.
17. **It is understood and agreed to that this project  IS /  IS NOT subject to any retention. Please check and Initial \_\_\_\_\_**

I hereby agree to the terms and conditions as outlined above.

**CONTRACTOR**

Raymond D'Amato Jr.  
(Signature)

RAYMOND D'AMATO JR.  
(Print Name)

Business Development Representative  
(Print Title)

April 11, 2024  
(Date)

**CUSTOMER**

\_\_\_\_\_  
(Signature-Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)