



04/09/2010

Modern Mechanical
Corporate Headquarters
3900 Westerre Parkway (Suite 300)
Richmond, Virginia 23233

Maryland HVACR #5155, Propane
#60330
Maryland Plumbing & Gas Fitting #2429
WSSC Plumbing & Gas Fitting #152
Virginia Lic. #2705045066A, GFC-HVA-
ELE-NGF SPR-HIC-WWP-SDS-PLB

Shawn Mitchell
123 Main Street
Your Town, Virginia 20148

Re: Install new replacement Gas Furnace and Air Conditioner at: 123 Main Street, Your Town, Virginia 20148.

Dear Shawn:

We are pleased to submit this proposal for your consideration. *Be advised these prices represent a significant discount due to selecting matched units in aggregate therefore quoted amounts are applicable only if purchased as a combined complete system.* The overall project is to remove the existing furnace & air conditioner then furnish and install your choice of new equipment which meets your comfort level expectations of (Premium Quality) as follows:

There are 2 Gas Furnaces that meet your quality level*:

*Please indicate your choice of unit during the on-site visit.

Gas furnace, 80% AFUE - two stage heat, system includes; LENNOX model # G60UHV-36B-090, rated for a net output of 72000 BTU/Hour. Warranty: 20-year heat exchanger, 5-year parts and 1-year labor.

For the sum of: \$3,229

OR

Gas furnace, 80% AFUE - two stage heat, system includes; LENNOX model # G60UHV-36A-070, rated for a net output of 56000 BTU/Hour. Warranty: 20-year heat exchanger, 5-year parts and 1-year labor.

For the sum of: \$3,157

There is 1 Air Conditioning system that meets your quality level:

17 SEER, R410A, Air Conditioning, system includes; LENNOX condenser # XC17-036, LENNOX cased coil # CX34-36 (or equivalent), pad, disconnect, whip, and Honeywell VisionPRO 8000 programmable thermostat. Warranty: 10-year compressor, 10-year outdoor coil, 10-year parts and 1-year labor.

For the sum of: \$4,281

The following are recommended options, which are not included in our quoted prices:

- An ANSI Certified Manual J Residential Load Calculation of your home, for the additional sum of \$400.
- An optional LENNOX ten year parts and labor warranty, for the additional sum of \$1099

We will perform the following services:

1. Refrigerant recovery processing in full compliance of EPA standards including: record keeping; handling; and reclamation. Warrant that recovery equipment has been well maintained and used only by EPA licensed professionals.
2. Remove existing equipment and job debris to a legal waste management site and dispose in accordance to EPA standards.
3. Obtain local jurisdictional permits and schedule inspections as necessary.
4. Install equipment to manufacturer's standards and specifications as implied by warranty documents.
5. Install 26-gage sheet metal plenum transitions to existing supply and return air duct system.
6. Install a new AGA-approved lever handle cut-off valve and new piping between the new furnace and the existing gas piping.
7. Install a new electrical on/off disconnect switch for the furnace with a side-mount box.
8. Flush; purge; and evacuate refrigerant supply and return tubing to reuse if applicable. Assumes replacement and/or upgrade is not for a compressor burn-out and existing tubing capacities are within manufacturers required specifications.
9. Install new outdoor condenser, on a new pad manufactured for structural support and sound reduction.
10. Install up to a 60-amp new electrical safety disconnect at the outdoor condenser.
11. Install appropriate gauge high voltage electrical wire from disconnect to outdoor condensing unit as required.
12. Install up to 20 feet of thermostat control wire.
13. Install appropriate gauge high-voltage electrical wire to furnace unit as required.
14. Install new flue piping between the furnace and chimney/riser as per manufacture's design specifications.
15. Install waterproof patch for each penetration of the exterior wall.
16. Install the Honeywell VisionPRO 8000 Programmable Thermostat.
17. At the completion of work, commission units and perform an [Air Conditioning Installation Quality Audit](#) and a [Gas Furnace Installation Quality Audit](#) with you.
18. After completion of this project, the LENNOX Company will also contact you and inquire on your judgment of how the installation was performed.

Please review these important project notes:

- Within one business day of delivery of this proposal, we will contact you to schedule a site visit (at which time we will also schedule the installation if you decide to proceed.)
- The Gas Furnace and Air Conditioner installation will take approximately one full day.
- The final inspection of the project will be scheduled for a day of your choosing.
- The installation is limited to the description of the scope of services stated above. It does not include any changes to your existing electrical, gas, plumbing, or HVAC systems unless specifically noted.
- In addition to any manufacturer's warranty on the materials, our company provides a one-year warranty on the installation. Our company will help you enforce any warranty claims against a manufacturer as necessary.
- Other than expressly set forth herein, we make no representations or warranties of any kind, whether express or implied, regarding any of the products or services which we provide to you.
- Since you indicated you had no additional concerns for us to check during the on-site visit, we will limit our site inspection to equipment installation issues only unless you advise us otherwise when we call to schedule.

TERMS AND CONDITIONS

CONTINGENCIES: This proposal and price quote does not constitute a guarantee or a binding offer, and is valid for seven (7) days from the date noted above. To help ensure that your needs are met and that all necessary, accurate information is considered, an officer of Modern Mechanical or senior technician will contact you to schedule a visit to your home to verify the information you provided in Value-Price.com's on-line quote system, the installation site conditions, your specific equipment/system selections and the scope of the installation services to be provided. Once this information is verified, we will confirm this proposal and quote as a firm offer, or will provide a written description of the changes to the proposal and the corresponding price adjustment in the form of a Contingency Cost or Credit document, resulting in the final, verified proposal and price. A binding contract will be formed between you and us only when you and we sign this document and the Contingency Cost or Credit document, or an

integrated contract reflecting the final, verified proposal and price. If you request any changes in the scope of the services set forth in any signed agreement between us, you understand and agree that your installing contractor may need to make a further adjustment to the quoted price, which will be submitted to you for approval before further work proceeds.

EXCLUSIONS: Removing, repairing or replacing drywall, plaster, tile or other wall, floor or ceiling materials including paint. Removal or cutting shrubs encroaching within manufacture's specified condenser unit setback requirements. Relocating other property away from work areas.

DISPUTE RESOLUTION: In the case of any dispute, you and Modern Mechanical will attempt to resolve our differences on our own. If we are unable to do so after 14 calendar days of either party notifying the other of the dispute, we shall within 14 days thereafter initiate mediation, according to the rules of the American Arbitration Association. If we still are unable to resolve our differences within 30 days after entering into mediation, we shall within 14 calendar days thereafter enter into binding arbitration according to the rules of the American Arbitration Association.

Any dispute or claim relating to or arising out of our services or any agreement between us will be governed by and adjudicated under the laws of the state where the installing contractor's principal place of business is located. Additionally, any mediation or arbitration shall take place in the state where the installing contractor's principal place of business is located at a location mutually agreed upon by the parties. The rules of the American Arbitration Association which shall apply in any mediation or arbitration shall be the construction industry rules or such other rules as are most applicable to HVAC installation.

AGREEMENT: This Agreement sets forth the entire understanding between the parties. Any and all prior agreements, oral discussions, or oral representations made by either party to the other are superseded by this Agreement. Any modification to this Agreement must be made in writing and signed by all parties.

DELAYS: Modern Mechanical shall not be liable for delays caused by events that are unforeseeable, beyond the control of Modern Mechanical, or that arise due to no fault or negligence of Modern Mechanical. Such events include, but are not limited to, acts of God, acts of a public enemy, acts of the Owner or Customer, fire, civil disturbance, flood, strikes, freight embargo, unusually severe weather, or inability to obtain materials.

CODE VIOLATIONS: Modern Mechanical will strive to assure that its work complies with local requirements for building permits, inspections, and zoning. Modern Mechanical assumes no responsibility or liability for any pre-existing violations of any government code, ordinances, or regulations. Unless this Agreement specifically calls for Modern Mechanical to correct such violations, such corrections are excluded from this Agreement and are the sole responsibility of the Customer.

PRICE AND PAYMENT TERMS: We will perform this work for the sum of the Gas Furnace system _____ plus the sum of the Air Conditioning system _____, and the sum of any IAQ Systems _____ as selected from the options listed above. Your 1/2 deposit of the price for a matched equipment system you select will bind the contract. You agree to pay Modern Mechanical the 1/2 deposit of the final, verified proposal and price quote at the time the contract is signed. You will pay us the balance when the system is operational. Once we receive the signed contract and deposit, we will contact you to schedule installation. In our discretion, if you default in making timely payment to us we may assess an interest charge of 1.5% per month, or the maximum allowable rate under applicable law on all past due payments; provided, however, this shall not be an election of remedy. If we have to hire an attorney or collection agency in order to collect sums due from you, you agree to pay our reasonable attorneys' fees and/or collection costs.

LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO OUR PERFORMANCE OF SERVICES FOR YOU.

ACKNOWLEDGEMENT: You acknowledge and agree that this proposal and price quote is made by Modern Mechanical and any final agreement will be between you and Modern Mechanical; Value-Price.com, its owner and operator are not a party to, or otherwise involved in, this transaction between you and Modern Mechanical.

Contingency Cost/Credit price adjustment resulting from on-site verification:

Modification description	Amount
_____	_____
_____	_____
_____	_____

Parts and labor on contingency cost/credit for the addition/reduction:
Aggregate Sum of \$_____ Owner initials _____ (Co-Owner initials _____)

This contract is accepted and we would like to proceed with the new installation.

Owner/Co-owner Signature	Printed Name	Date
_____	_____	_____

Co-owner Signature	Printed Name	Date
_____	_____	_____

Required only if proceeding within three (3) days: We acknowledge that we have been advised that we have the right to terminate the Proposal and Agreement for this equipment installation within three (3) days from the date the Agreement is signed, for any reason.

However, despite this right to terminate we have decided that we wish to go forward with installation of the HVAC products and hereby waive the three (3) day right of termination. We fully understand and agree that the HVAC products are being purchased by us for installation and that we assume all risk with respect to said termination rights and our waiver thereof, notwithstanding anything to the contrary contained in the Proposal and Agreement for HVAC Installation or any other contract. We hereby release Modern Mechanical and its employees, officers and agents from any liability whatsoever in connection with the installation and our knowing waiver of the right to terminate.

Owner/Co-owner Signature	Printed Name	Date
_____	_____	_____

Co-owner Signature	Printed Name	Date
_____	_____	_____

Shawn Mitchell, CEO
Modern Mechanical
703-726-6066