

REPORT

Fugazzi's HVAC UNIT – EVO

REVISED

From: Nancy Overstreet

Date: 3/15/2023

Board: Approved EMCOR Proposal dated 9/21/2022*

Received revised costs 3/1/2023**

✓ Recommended Contractor C: Compliant NC: Noncompliant NR: Nonresponsive

	CONTACTOR	STATUS	REASON	TOTAL BID
✓	EMCOR	C		\$118,637.00
	American Air	NR		
	ACCO	NR		
	BMI	NR		
	Canby's	NR		
	Morris Levin & Sons	NR		

Attachment 1: EMCOR PROPOSAL

*Note: I called Rod Galvan at EMCOR to verify that his bid was still and good and he stated that he was going to have to review and revise the proposal for cost increases that have occurred as of January 1 of this year.

****Note:** Received revised costs – price increased due to cost increases throughout all items within bid, equipment updating, engineering as needed for the City of Tulare, permitting as needed for the City of Tulare.

Mesa Energy Systems, Inc.

dba EMCOR Services Mesa Energy

Tulare Healthcare District Evolution Plaza Bldg. Tulare, Ca

Presented to:

Nancy Overstreet
Project Manager
842 N Gem St
Tulare, Ca 93275

Prepared by:

Rod Galvan
Phone: 559-213-8845
E-mail: rgalvan@emcor.net

3/10/2023

Proposal # 23-21955
CA license #: 611215

Due to uncertainty related to foreign steel and aluminum tariffs, the price quoted herein can only be held for Ten days from the date of this proposal.

Confidentiality notice: This document and any attachments thereto, regardless of form or medium, may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only.

Introduction

We at Mesa Energy Systems, Inc. (an EMCOR Group company) would like to thank you for the opportunity to submit this proposal for the **Retrofit of the Fugazzi's Rest 15 ton unit.**

For over 30-years, Mesa Energy Systems has provided its clients with high quality mechanical, commercial HVAC, building automation consulting and services, and energy solutions that address today's most compelling energy related issues. Headquartered in Irvine, California, we have 10 statewide offices to better serve the greater Los Angeles, San Diego, San Francisco, Sacramento, Bakersfield, San Jose, Pleasanton, and Fresno market areas. In addition, we've expanded outside California and now have offices in Reno, Las Vegas and Phoenix.

Our customer's increasingly complex needs have transformed Mesa Energy Systems from a traditional commercial HVAC service and retrofit company into a full-service Energy Solutions Company. Our goal is to help you achieve optimal building energy performance, utilizing improved building and mechanical maintenance, ongoing retro-commissioning, and favorable ROI energy retrofits.

Today, thanks to our customer partnerships and our commitment to our core values (Sense of urgency, Win-Win, Accountability, Passion, and Love), Mesa Energy Systems Inc. is California's leading HVAC service and retrofit contractor.

We are extremely confident that we will deliver on every aspect detailed in the proposal.

Again, thank you for giving Mesa Energy Systems the opportunity to be of service. We look forward to the prospect of working with you and assisting you with your facilities' HVAC maintenance and upgrade needs. Feel free to reach out to us should you want to discuss anything further.

Sincerely,

EMCOR Services Mesa Energy



Rod Galvan
Sales Manager

Proposal Summary

Due to major modifications to existing kitchen equipment and work area, we have decided to use the existing cabinet and replace the evaporative coil and motor on unit instead of removing the entire unit from attic space. This will help keep costs down and still provide you with a great working system. We are pleased to provide you with this proposal for **Retrofit of the Fugazzi's 15-ton unit as follows:**

Scope of Work

1. Work closely with customer to schedule appropriate time for work to commence.
2. All work to be done during **normal hours**.
3. Permit Fee and Engineering Fees included to facilitate City permitting process.
4. Isolate electrical and implement LOTO procedures.
5. Reclaim any remaining refrigerant for existing 15-ton system per EPA guidelines.
6. Disconnect, remove and dispose of (1) 15-ton air cooled condensing unit from roof.
7. Provide and install (1) **new** 15-ton dual circuited condensing unit is the same location and secure.
8. Provide and route new refrigerant lines from roof to indoor unit and secure. Connect to new units.
9. Modify electrical and connect to new unit.
10. Remove portion of T-bar ceiling grid and store on site, remove other misc conduits and plumbing piping to be able to work on unit.
11. Gain access to work area above ceiling, disconnect existing portion of sheet metal ductwork and store for re-use.
12. Provide and install new evaporative cooling coil and blower motor with accessories in existing **air handler cabinet. Cabinet is in good shape and can be re-used.**
13. Reconnect refrigerant lines and electrical to unit.
14. Fabricate required sheet metal pieces to put duct work back in place and connect/seal to air handler.
15. Place ceiling grid, conduits and misc plumbing piping back in place.
16. Evacuate system and charge with nitrogen, check for leaks in refrigerant piping.
17. Once no leaks are found charge system with new refrigerant.
18. Check system operations and place unit into service.
19. Clean up work area and debris. Check out with customer.

Exclusions:

Unforeseen City or Engineering requirements, Fire Sprinkler Lines, Fire Suppression system for hood, Painting, patching, roof work and any item not listed in the above scope.





Inclusions and Exclusions

Checked items below are included in this proposal; non-checked items are excluded.

Engineering, Permits & Bonds			
Mechanical Drawings for Permitting	<input checked="" type="checkbox"/>	Structural Engineering	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	Plan Check Fees	<input type="checkbox"/>
Mechanical Permits	<input checked="" type="checkbox"/>	Electrical Permits	<input type="checkbox"/>
Structural Permits	<input type="checkbox"/>	Street Closure Permits	<input type="checkbox"/>
Performance Bond	<input type="checkbox"/>	Architectural Drawings	<input type="checkbox"/>
Rigging and Specialty Rentals			
Rigging	<input checked="" type="checkbox"/>	Scissor Lift as Required	<input type="checkbox"/>
Helicopter	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Additional Services			
Comfort Air Balance	<input type="checkbox"/>	Certified Air Balance	<input type="checkbox"/>
Water Balance	<input type="checkbox"/>	Certified Water Balance	<input type="checkbox"/>
Recover Refrigerant Per EPA Guideline	<input checked="" type="checkbox"/>	Dispose of old Equipment	<input checked="" type="checkbox"/>
Project to be Performed at the Below Listed Times			
Normal Business Hours (M-F 7 am to 5 pm)	<input checked="" type="checkbox"/>	Overtime (non-Normal Business Hours)	<input type="checkbox"/>
Normal Hours and Overtime	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Specialty Trades			
Electrical	<input checked="" type="checkbox"/>	Carpet Replacement	<input type="checkbox"/>
Framing of Curbs & Openings	<input type="checkbox"/>	Painting	<input type="checkbox"/>
Re-roofing	<input type="checkbox"/>	Seismic Upgrades	<input type="checkbox"/>
Insulation of New Ducting (As Required)	<input type="checkbox"/>	Insulation of New Piping (As Required)	<input type="checkbox"/>
Coring	<input type="checkbox"/>	X-Ray Prior to Coring	<input type="checkbox"/>
Project Completion			
Start Up and Commissioning	<input checked="" type="checkbox"/>	Factory Start Up	<input type="checkbox"/>
Operation & Maintenance Manuals in electronic format	<input checked="" type="checkbox"/>	As Built Drawings in electronic format	<input type="checkbox"/>
Additional Components			
New Programmable Digital Thermostat	<input type="checkbox"/>	EMCOR Retains All Salvage Rights	<input checked="" type="checkbox"/>
Smoke Detectors in Supply Duct	<input type="checkbox"/>	Smoke Detectors Return Ducts	<input type="checkbox"/>
Warranties			
90-Day Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input checked="" type="checkbox"/>
One (1) year Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input type="checkbox"/>

General Project Clarifications

Concealed Conditions

If concealed or unknown conditions of an unusual nature which affect the performance of the work are encountered below the roof line or above the ceiling or in an existing part of the building other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party, if possible before conditions are disturbed and in no event later than fourteen days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made within fourteen days after claimant becomes aware of the conditions.

Regulatory Changes

Mesa Energy Systems Inc. shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the execution of this Agreement.

Hazardous Materials

COMPANY hereby agrees to indemnify, defend and hold harmless Mesa Energy Systems, Inc. and its agents, employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with Hazardous Materials not introduced to the Project by the Indemnified Parties, including, without limitation, all costs of remediation, experts, consultants or other costs in connection with Hazardous Materials associated with the Project.

Unforeseen Conditions

COMPANY understands and agrees that Mesa Energy Systems, Inc. shall not be liable for added costs or time delays caused by unforeseen conditions at the Project, including, without limitation, unanticipated rerouting of existing piping, fire sprinklers or gas piping. In the event that the fire sprinklers, water, electrical conduit or gas piping are required to be relocated, Mesa shall not be responsible for such work. Mesa Energy Systems, Inc. or a subcontractor under the control and supervision of COMPANY shall perform such work.

NFPA 70E

Mesa technicians are trained to understand the specific hazards associated with electrical energy according to NFPA 70E, Standard for Electrical Safety in the Workplace. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout/tagout and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout/tagout policies and procedures when feasible.

COVID-19

This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

Terms and Conditions

1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
8. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.
14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.
16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

Project Cost

The total cost including applicable taxes is: \$ 118,637.00

This proposal, scope of work, and pricing is valid for 15-days from the date of this proposal.

Payment Terms

30% Mobilization due net 30-days

Remaining balance paid via progress billings due net 30-days

Agreement Execution

This agreement defines the understanding of services between Mesa Energy Systems Inc. and CUSTOMER. This agreement shall begin on Customer's Acceptance Date, or upon receipt of a Letter of Intent.

Customer Acceptance: Tulare Healthcare Dist.

Mesa Energy Systems Inc:

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date