



PROPOSAL

Submitted To: Chabot Community College	Date: 10/30/2019
Street: 25555 Hesperian Blvd,	Attn: Walter Blevins
City, State, Zip: Hayward, CA 94545	Phone: 510-723-6648
Job Info/Location: Building 2800 Boiler Room	Email: wblevins@clpccd.org

Quote#:606-20-0376

We are pleased to furnish a quotation for the following project:

Phase 1: Emergency Boiler Replacement Project

BASE PRICING:	Awarding/Accepting:
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ITEM#1: Phase 1: Emergency Boiler Replacement Project – LABOR ONLY

Total **Straight Time** price including labor:.....\$139,495.00

Yes No

LABOR HOURS:	630 Hours
MATERIAL:	\$0.00
SUBCONTRACTOR:	\$0.00
RENTAL EQUIPMENT:	\$2,000.00

POSTION	UNIT	RATE
Project Manager	Hourly	\$175.00
Southland Pipe Fitter Foreman	Hourly	\$215.00

BASE SCOPE OF WORK:

ITEM#1: Phase 1: Emergency Boiler Replacement Project

- ☞ Shut down, safe off, and lock out (2) non-operational boilers and prep for demo.
- ☞ Demo and Remove (2) existing boilers and dispose of as per EPA requirements.
- ☞ Demo and Remove existing natural gas piping and components, as necessary.
- ☞ Dispose of all demoed materials/equipment as per EPA specs.
- ☞ Removal and installation of existing door frame for the removal of the boilers is to be performed by others.
- ☞ Perform HHWS/R piping modification as per new design build plans from Costa Engineering.
- ☞ Install necessary hangars and support as per new plans from Costa Engineering.
- ☞ Install (3) AR-4000 Riello Boilers (Customer Provided) as per customers request and new mechanical schedule.
- ☞ Rig (3) new Riello boilers in place on existing housekeeping pad.
- ☞ Reconnect new gas piping for each boiler. Electrical by others.
- ☞ New hot water piping will tie into the existing hot water supply and returns.
- ☞ Insulate new piping to match existing, Label piping.
- ☞ Tie in Flue to existing, make transitions as necessary.
- ☞ Boilers to come with factory recommended start-up to be performed by boiler vendor.
- ☞ Customer's boiler vendor to be provide training from boiler vendor.
- ☞ All materials and equipment installed to MCA, SMACNA and ASHRAE Standards.
- ☞ Permits and fee's to be provided by other.
- ☞ **SPECIFICALLY EXCLUDE: Fire Life Safety, Controls, Electrical, Carpentry Work, Permits & Fee's, Purchase of Material and Equipment.**

ADDITIVE/DEDUCTIVE ALTERNATES & PRICING:	Awarding/Accepting:
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Add Alt #1: Mechanical Material

<ul style="list-style-type: none"> ☞ Supply all mechanical hangars, supports, piping, and misc. material to complete installation of boiler project. ☞ This is an estimated amount of material. A firm fixed price will be provided once permit set of plans are provided. <p>Total MATERIAL price including tax:.....\$90,000.00</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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NOTES:

- ☞ Base Scope Pricing excludes Material.
- ☞ Disclaimer: Existing HHW loop is said to not have any water treatment. Warranty will fall under manufacturer or factory warranties. Enviser cannot warranty parts or equipment that fail due to lack of water treatment. Customer has been notified by condition.
- ☞ Enviser to provide material detail and takeoff to customer once permit set of plans are provided. Until then, we can only give an estimated material amount.

EXCLUSIONS/DISCLOSURES:

Disclosures: Enviser provides 90-day warranty on workmanship. All parts, components and equipment supplied by Enviser covered by manufacturer’s warranty. Enviser will need full access to all work areas during normal working hours, which include Monday-Friday 7am-4:30pm. This quotation is valid for 30 days from date above. This proposal includes all materials, tax and labor to perform the above scope of work. The customer is responsible to properly maintain all equipment under scope during associated warranty period. Warranty is void for equipment that has not been properly maintained as per industry standards. Additionally, warranty is void if installed parts/material has been serviced by any entity outside of Enviser during the warranty period.

Exclusions: Electrical Work or Upgrades, Over Time Labor, Certified & Non-Certified Air & Water Balance/Testing/Repairs, BMS & Fire Life Safety Controls & Connections, Ceiling Tile or Grid Upgrades or Modifications, Certified Acceptance Testing, Requirements to Meet OSHPOD and DSA Regulations. Any Repairs or Modification Not Stated Above, Any Building/Electrical/HVAC System Upgrades or Modifications Not Mentioned Above, Correction of Existing Code Violations, Design/Title24 Engineering or Drawings, Building Permits and Fees, Plan Check, Special Inspections, Certificate Fees, Temporary or Supplemental HVAC, Correction

or troubleshooting of existing HVAC, Carpentry Work, Roofing Work, Painting of Any Kind, Framing, Removal of any Hazardous Material or ACMs, Concrete Work, Coring or Scanning, Trenching, and Anything other than stated above.

Awarding/Acceptance of Proposal to Perform the Above Referenced Work By:

Name: _____	Today's Date: _____
Title: _____	Project Start Date: _____
Signature _____	Total Awarding Price: \$ _____ (Base Price + Add. Alt.'s)

Upon approval, please contact our office to arrange project scheduling.

TERMS AND CONDITIONS TO BID CONTRACT (Rev. 2/2016)

Unless otherwise advised in writing to the contrary within seven (7) days of the execution of this Agreement, the following terms and conditions as written are hereby accepted between Customer and Enviser. By execution of this Agreement, Customer represents that he/she has the authority to enter such Agreement.

In addition to any price specified on the face hereof, Customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or work furnished hereunder or for their use by Enviser on behalf of Customer whether such tax shall be local, state, or federal in nature.

2. Payment for services performed under this Agreement is due within thirty (30) days of invoice date. Finance charges will apply to balances over 30 days, and Enviser reserves the right to stop all work until such balances are made current.

3. Enviser reserves the right to adjust this Agreement should Customer request a material change in the scope of services, as determined by Enviser in its sole discretion. When Enviser determines a change in material, Enviser will record the change in writing and provide the completed written change to Customer. Both Enviser and Customer will provide written approval of the change as detailed in the written description of the change, including the impact of the change on the schedule, resources, and the price of the service, before Enviser will implement the change. When Customer accepts the change, Customer will modify its form for payment as requested by Enviser. If Customer does not accept the change (including the impact on the schedule, resources, or price), the parties will complete their obligations as set forth in this Agreement.

4. Either party may terminate this Agreement if the other party commits a material breach of such Agreement, including but not limited to, non-payment of any amount when due, and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. If Enviser terminates this Agreement for cause, Customer shall be responsible for Enviser's costs incurred and reasonable profit up through the date of termination.

5. This Agreement does not include the identification, removal, handling or disposal of asbestos or other hazardous substances. In the event such substances or materials are discovered, Enviser's responsibility is limited to notifying Customer of the possibility of the existence of such materials. Enviser shall have the right thereafter to suspend its work until such substances or materials are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

6. Enviser will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Enviser's reasonable control.

7. If there is a change in the project schedule, or if there is any delay not caused by Enviser, Enviser will be entitled to reimbursement for any increased cost of materials and for any increased cost of labor, including overtime.

8. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, OR ANY TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL ENVISER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF ANY PRODUCTS, MACHINERY, EQUIPMENT, DAMAGE TO ASSOCIATED

EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, LOST PROFITS OR CLAIMS OF SUCH DAMAGES BY CUSTOMER OR AGAINST CUSTOMER BY ANY OTHER PERSON.

9. Enviser warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials. The warranty does include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which it was not intended, improper or insufficient maintenance, modifications performed by Customer or others retained by Customer, or abuse. Enviser agrees to promptly correct, after receipt of a written notice from Customer, all work performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of completion. Except as expressly set forth herein, Enviser makes no representation or warranty of any kind, and no other affirmation by Enviser, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

10. Enviser and Customer agree to seek to avoid litigation as a resolution of any disputes. However, should either party commence legal action against the other, the prevailing party shall be entitled to recover from the other party all court costs, disbursements and reasonable attorneys' fees.

11. Enviser and Customer agree to indemnify and hold each other, including their officers, agents, directors and employees, harmless from all liabilities, costs (including reasonable attorneys' fees), claims, demands, or suits of any kind, resulting from the negligence or willful misconduct or breach of this Agreement by the indemnifying party.

12. The exclusive jurisdiction and venue of any suit or any other action involving the interpretation or enforcement of this Agreement shall be the location of the project, and the Agreement shall be governed by the law in effect at the location of the project.

ACCEPTED for BUYER

By: _____
(Authorized Signature)

Name/Title: _____

Date of Acceptance: _____