

October 5, 2023

**City Of Carson**  
701 Carson St.  
Carson, CA 90745

Phone: 310.847.3519

Attention: **Modesto Bolanos, Mbolanos@carsonca.gov**

Reference: **Carson Boiler Pump Replacement**

**Est. 23-0372**

This proposal is subject to the following scope, exclusions, clarifications, time limitations and clarifications/conditions of Attachment "A".

**I. PROJECT DESCRIPTION:**

- A. Replace the existing boiler pump at the city hall with Grundfos 20953LF pump.

**II. PRICE:**

<b>Total HVAC &amp; Plumbing Base Bid</b>	<b>\$ 54,050</b>
Alternate #1: ADD - Payment & Performance Bond	0.86%

**III. BID SPECIFIC EXCLUSIONS:**

- A. Pricing is based on replacement of pipe and minimal pipe/fittings only. No specialty valves or specialty items included.
- B. Drain down to be performed by others.
- C. Pricing assumes existing pad will be used and not modified.
- D. Seismic or Vibration isolation is not included. Existing seismic bases are assumed to be in good condition and will be reused.
- E. Concrete or structural equipment pads.
- F. Patching and painting of walls or structure.
- G. Structural upgrades or alterations.
- H. Concrete.
- I. Water and Air balancing.
- J. Support for 3<sup>rd</sup> Party Commissioning Agent



- K. Site cleanup crews.
- L. Asbestos abatement, and work within the asbestos area.
- M. Engineered or contractor provided shop drawings.
- N. 3D or BIM coordination.
- O. Permits.
- P. Third party testing

#### IV. STANDARD CLARIFICATIONS:

- A. Our price is specifically based on the assumption that we will be given clear access to install all of our rough-in mechanical and plumbing work in a single pass **on a given floor**. Our loading of the floors and rough-in installations will be prior to the installation or stocking of floors of any “non-priority” metal studs or drywall. The installation of all wall partition framing, “top-down” dry wall work and partition bracing will follow the installation and testing of mechanical work. Removal or delay of mechanical work for any of these items, or any special inspection clearances, is excluded. We will coordinate and cooperate with the general contractor to remove and retest a limited amount of ductwork and/or piping.
- B. This proposal assumes that UMEC will have input into the construction schedule logic and durations, and that a mutually agreed schedule will be created prior to the start of work.
- C. This proposal assumes that the structure is adequate to support mechanical gravity seismic loads. No supplemental steel has been provided by UMEC.
- D. This proposal includes commissioning assistance as applicable to HVAC and Plumbing.
- E. This proposal is based on off-site pre-fabrication of all systems. Payment for off-site pre-fabrication prior to installation at the project is required.
- F. To the extent this quotation/proposal includes materials and/or equipment that contain or are comprised of steel, the price set forth herein for such items is guaranteed for a period of (30) days from the date of this quotation/proposal. The parties agree that the pricing for such items in this quotation/proposal is guaranteed only for such time, and after such time, University Mechanical reserves the right to increase the price set forth herein for such items to reflect the then-current price of such items. If a customer fails to execute an agreement within guarantee period stated above, this quotation/proposal may be withdrawn, or canceled.
- G. Unless specifically stated otherwise by bid documents, all mechanical or plumbing materials or equipment scheduled for permanent removal on this



project will become the property of UMEC to be salvaged or disposed of at its own discretion.

**V. STANDARD EXCLUSIONS:**

- A. Fire Protection and Fire/Life Safety Systems.
- B. Electrical work of any nature, including, but not limited to, wiring, conduit, switches, motor control centers, starters and disconnects and final connections to mechanical equipment.
- C. Pre-cast and poured in place concrete work of any nature, including, but not limited to curbs, concrete encasements, sumps, housekeeping pads and equipment bases, vaults, thrust blocks, trench drains, and splash blocks.
- D. Painting, prime coating and cleaning of materials and equipment furnished and installed by University Mechanical.
- E. Receiving, unloading, storing, handling, and setting in place all equipment and materials furnished by others.
- F. Fountains, pools, water features, landscape, irrigation piping and associated equipment.
- G. Miscellaneous steel frames, grates and covers (including trench grates).
- H. Ceiling access doors.
- I. Haul away of excess excavated materials; however, stockpiling on site, for removal by others, (at no cost to University Mechanical) is included.
- J. Demolition, cutting or patching of walls, floors, roofs, ceilings, structures, roads, and driveways.
- K. Site Surveying and Building Layout.
- L. All fees, assessments, and easements, including sewer, utility, inspections, building and development.
- M. Site utility work as shown on the Civil and Architectural Drawings.
- N. Foundation drainage piping, gravel, filter fabric and associated excavation and backfill.
- O. General sheet metal work such as architectural sheet metal, louvers, equipment pad covers, door grilles, expansion joints, gutters, downspouts, scuppers and pitch pockets.
- P. Builder's risk insurance.
- Q. Job site security.
- R. Title 24 acceptance testing.



- S. Design and engineering.
- T. Supplemental steel or reinforcing of deck penetrations.
- U. Fire fighter control panel/Fire life safety system
- V. Trash bins and recycling management
- W. Lighting control systems
- X. Temporary construction utilities
- Y. Installation of loose VFD's. UMEC provided VFD's will turn over to the electrical contractor for installation and termination
- Z. Fireproofing patch and repair
- AA. Construction personnel parking costs
- BB. Overtime
- CC. Methane mitigation system
- DD. APCD, SDAPCD or SCAQMD Authority to Construct / Permit fees, equipment certification applications, record keeping, and any related costs or labor associated with the permitting of boilers as required to be performed by the owner
- EE. 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.

The above prices are firm for a 30-day period from the date of this bid. Payment terms are net 30 and 5% retention.

If there are any questions, please feel free to contact me at (714) 809-7527.

Respectfully submitted,



**UNIVERSITY MECHANICAL &  
ENGINEERING CONTRACTORS, INC.**

**Landyn Frye**

Digitally signed by Landyn Frye  
DN: C=US, E=Lfrye@umec.com,  
O=University Mechanical &  
Engineering Contractors, OU=Project  
Manager, CN=Landyn Frye  
Date: 2023.10.05 11:52:51-07'00'

**Landyn Frye**  
**Project Manager**

cc: Steve Thompson, Rick Springe, Alastair Mathison, Christian Raabe, UMEC

Att: Attachment A

Attachment "A"  
STANDARD BID CLARIFICATIONS / CONDITIONS

- **PAYMENTS.** Payments Terms are net 30 days unless specifically approved otherwise. Payment schedules will be formulated to preclude the financing of the work by UMEC. If Progress Payments and/or Retentions are agreed upon, they will be paid to us in the amount equal to the percentage of completion approved by the Owner and retentions shall be released within 45 days of completion of UMEC's work. For sales/work outside of the United States, or on recognized Indian Reservations, Purchaser shall guarantee full payment to UMEC for products provided or services rendered in a manner acceptable to UMEC.
- **LIEN RELEASES.** UMEC's monthly Conditional Lien Releases (if required) shall be acceptable for all progress payments. UMEC will provide an Unconditional Lien Release (along with any Conditional or Unconditional releases from lower-tier vendors/subcontractors) for the previous monthly progress payment.
- **BOND PREMIUMS.** Premiums for Performance and Payment Bonds, if required for this project, shall be paid over-and-above the price indicated, unless specifically stipulated as being included.
- **SUBCONTRACT FORM.** This proposal is based upon acceptance of mutually agreeable Subcontract terms and conditions which will not increase our risk or cost. UMEC will not agree to waive any rights due UMEC under the law. The laws of the State of California shall apply.
- **INSTALLING CONTRACTOR.** UMEC submits this proposal as an installing contractor and not as a design professional. It is acknowledged that UMEC is not providing any design and/or engineering services in the performance of its work. Any construction consulting services or value engineering services are for the benefit of the project, and UMEC does so in its capacity as a contractor and not as a licensed design professional. UMEC shall have no liability to the client and/or Owner for any design related errors or omissions. Should UMEC provide any design/build services, it shall be specifically stated as such in its proposal.
- **INSURANCE.** UMEC will provide general liability insurance including bodily injury, property damage and completed operations with a combined single limit not to exceed \$5,000,000 per occurrence / aggregate. UMEC expects to be named as an additional insured / loss payee under such policies that may be provided by the Owner or Purchaser. UMEC excludes the cost of Builder's Risk and related property insurance coverage. This exclusion contemplates that the contract will contain mutual waivers of subrogation rights as they relate to Builder's Risk and / or other property insurance coverage for insurable losses which may be covered by such insurance programs. Owner or Contractor shall provide Builder's Risk and related property insurance coverage and shall provide information regarding such coverage upon request. All insurance requirements are subject to the Terms and Conditions of UMEC's insurance program. For OCIP/CCIP projects, UMEC submits this bid subject to receipt, review and evaluation of the complete OCIP/CCIP insurance program including coverage information on policy inclusions, exclusions, deductibles, and coverage period. Any OCIP/CCIP credit is to be determined based on evaluation of the final insurance program and final policies/endorsements, and such OCIP/CCIP credit will be based on the rates UMEC is billed for such insurance at the time the bid was prepared.
- **AVAILABILITY / ESCALATION –** UMEC has priced this proposal based on its best knowledge of prices and availability of materials and equipment as of the date of this proposal. Should products necessary for inclusion in the project not be available when needed, or the cost of the same rises beyond a reasonable amount, UMEC reserves the right to modify its time required or price to perform the project caused by such delays or costs. Documentation for any such modification will be provided.
- **LABOR.** Work is based on standard, Monday-Friday eight (8) hours per day work week. Overtime is limited to "utility" tie-ins only if required by the Contract Documents. Cost of additional overtime, if directed, shall be reimbursed to UMEC.
- **SCHEDULE.** UMEC will provide a detailed schedule of its activities, their logic with respect to other activities, their access requirements, and their durations, for incorporation in a mutually agreed upon construction schedule that is to be prepared in advance of construction. Such schedule will provide for completion of work precedent to our work by the dates set forth in the Construction Documents. UMEC's pricing is predicated upon our being allowed reasonable and adequate time to install our work. Overhead rough-in activities shall be allowed a reasonable duration prior to the commencement of any stud-wall erection. The schedule will permit all underground work to be installed, tested and backfilled prior to commencement of concrete footings, with adequate access provided.
- **CLEAN-UP / STORAGE.** UMEC will clean up its own trash and debris on the job site. On-site trash containers and removal of the trash from the job site shall be provided by others without cost to UMEC. Purchaser to provide a clean, clear, accessible and safe work area. Purchaser will provide an adequate staging area within the construction job site for use by UMEC for job site trailers and to store materials.
- **TEMPORARY FACILITIES.** UMEC has assumed that electrical power, lighting, water, toilet facilities, temporary heat, and ventilation will be provided without cost to UMEC. UMEC also requires that on-site space for its job site office and storage of equipment and materials will be provided by others without cost to UMEC.
- **HAZARDOUS MATERIALS.** UMEC has not included any costs associated with discovery, abatement, monitoring, or removal of any hazardous materials, including mold, which may be encountered during the construction of this project. *UMEC assumes that each trade, including UMEC, will provide temporary ventilation as may be required to eliminate and/or mitigate normal, construction related (dust, fumes, etc.) respiratory hazards that may develop as a result of their construction operations.* UMEC excludes all costs associated with any medical treatment or monitoring required because of exposure of its personnel to hazardous materials.
- **EXCAVATION AND/OR DEWATERING.** UMEC excludes any costs associated with rock excavation, blasting, drilling or any other activity required to remove non-standard materials that may be encountered during excavating. Dewatering and disposal of any ground water is excluded. Haul away of any spoils is assumed to be onsite for removal from site by others.
- **BLOCK-OUTS.** UMEC will provide necessary block-out drawings for all HVAC and Plumbing penetrations for use by others to provide required block-outs. Structural reinforcement for all openings required is excluded.
- **DELAY DAMAGES, BACK CHARGES, AND CLAIMS.** Each of us will be responsible to the other for unexcused delays due to our respective fault or within our respective reasonable control to avoid. Neither of us will assert or assess delay damages, back charges or claims against the other unless prompt written notice has been given to the other party of its default, and the default is not corrected within three (3) working days following receipt of notice. UMEC shall have no liability for consequential damages.
- **INDEMNIFICATION.** UMEC will not indemnify or defend anyone for their own negligence, errors or omissions. Any indemnification or defense required shall be limited and predicated on a comparative pro-rata basis with those entities who contribute to any action requiring such indemnification and defense. UMEC will not be responsible for the defense or indemnification of any loss of use, increased operating or maintenance expenses, or other direct or indirect consequential damages. Any indemnification/defense obligation by UMEC shall in no event be construed to require indemnification by UMEC to a greater extent than permitted by the statutes or public policy of the State of California. All indemnification language is subject to the approval of UMEC, and this proposal is contingent thereon.
- **DECISIONS BY OWNER.** At UMEC's request, you will deliver notices to and will obtain decisions by the Owner concerning our work, and will allow us to appeal such decisions in your name, as provided in the Specifications. UMEC will be responsible for the cost and burden of such appeal and will be bound by its outcome. In a claim through you against the Owner, UMEC will limit its claim against you to the amount that you recover in our behalf, less your fee, as provided in the Specifications. Should the Owner or Purchaser decide to terminate this agreement for convenience, UMEC shall be reimbursed for all costs, cancellation charges, plus a reasonable fee for the work provided.