



Project Work Agreement

City of Coalinga Police Department

EVIDENCE ROOMS NEGATIVE PRESSURE ODOR SOLUTION PROPOSAL

TO:

Darren Blevins

Interim Chief of Police

270 N. 6th Street, Coalinga, CA 93210

DATE:

July 18, 2019

Quote # 19-14116

Agreement Valid for 30 Days

INTRODUCTION

Mesa Energy Systems Inc. is a full service mechanical contractor and energy solutions provider with an in depth background of years of experience in air-conditioning system retrofits and making buildings more efficient throughout California, Arizona, and Nevada. Our ability to provide turnkey projects gives our customers the assurance of quality, precision and professionalism.

SCOPE OF WORK

Create negative pressure in the Report Room, Evidence Prep Room, and the Evidence Vault, to control odors from entering other departments in the facility. We will add a new exhaust ventilator on the roof that will pull air from each of the above referenced rooms and exhaust it external from the building. Included in this effort will be flex duct runs from each room to a central exhaust line in the hall way above the ceiling and T-bar, and then directed upwardly to the roof and connected to the new exhaust ventilator. Each flex duct will be ran to a new exhaust grill installed in each evidence room. This setup will draw air from the rooms, above ceilings, and under doors inwardly and up through the exhaust system so that negative pressure disallows odors to exit the rooms. This scope includes electrical and penetration through roof and materials aside from exclusions.

SCOPE OF WORK:

1. Setup a safe work environment and secure electrical as needed.
2. Install exhaust grills in the Reports Room, Evidence Prep Room, and the Vault.
3. Attach exhaust flex duct to grills, penetrate barrier wall and run to hallway.
4. Attach exhaust flex duct coming to hallway from grills to the hallway exhaust flex line.
5. Prepare and penetrate roof for duct run and ventilator installation.
6. Run exhaust from hallway up through roof and attach to new exhaust ventilator curb.
7. Install new exhaust ventilator and setup disconnect switch.
8. Install electrical from panel to switch.
9. Install on/off switch in Report Room for exhaust fan control.
10. Test operation of new system.
11. Clean up work area and inform customer of completion of project.

EXCLUSIONS:

1. Wall patching and painting.
2. Roofing Repairs.
3. Guarantees on existing electrical.
4. Fire dampers and/or fire caulking.
5. Main electrical panel modifications or upsizing.
6. Bonds, permits and plan check fees.
7. Structural engineering or improvements.
8. Overtime and off-hour labor premium.
9. Any work not included herein.



Inclusions and Exclusions

Checked items below are included in this proposal, **non-checked items are specifically excluded.**

Engineering, Permits & Bonds

Mechanical Engineering
Electrical Engineering
Mechanical Permits
Structural Permits
Performance Bond

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Structural Engineering
Plan Check Fees
Electrical Permits
Street Closure Permits
Architectural Drawings

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Rigging and Specialty Rentals

Rigging
Helicopter

☐
☐

Scissor Lift as Required
Other: Crank up lift

☐
☐

Additional Services

Comfort Air Balance
Water Balance
Recover Refrigerant Per EPA Guideline
Other

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Certified Air Balance
Certified Water Balance
Dispose of old Equipment
Other:

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☐
☐
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Project to be Performed at the below Listed Times

Normal Business Hours (M-F 7 am to 5 pm)
Normal Hours and Overtime

☒
☐

Overtime (other than Normal Business Hours)
Other:

☐
☐

Specialty Trades

Electrical
Framing of Curbs & Openings
Re-roofing
Insulation of New Ducting (As Required)
Coring

☒
☒
☐
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☐

Abatement
Duct Cleaning
Seismic Upgrades
Insulation of New Piping (Limited to area of install)
X-Ray Prior to Coring

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Project Completion

Start Up and Commissioning
Operation & Maintenance Manuals

☒
☒

Factory Start Up
As Built Drawings

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☐

Additional Components

New Programmable Digital Thermostat
Smoke Detectors in Supply Duct
New HW Pump and Motor Assemblies

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☐

Double Wall Flue Pipe as Needed
Smoke Detectors in Supply and Return Ducts
EMCOR Retains All Salvage Rights

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Warranties

90-Day Labor and Materials from Date of Beneficial Use (Parts other than customer equipment only)
Manufacturer's Warranty
Four (4) Year Manufacturer Extended Compressor Warranty

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ADDITIONAL EXCLUSIONS:

- Wall patching and painting.
- Roofing Repairs.
- Guarantees on existing electrical.
- Fire dampers.
- Electrical panel modifications or upsizing.
- Bonds, permits and plan check fees.
- Structural engineering or improvements.
- Overtime and off-hour labor premium.
- Any work not included herein.

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SAN DIEGO • IRVINE • SAN FERNANDO VALLEY / VENTURA • BAKERSFIELD • FRESNO • SACRAMENTO • SAN JOSE
• SANTA MARIA • PLEASANTON • SAN FRANCISCO • LAS VEGAS • PHOENIX

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

Coalinga Police Department 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

Coalinga Police Department 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 **Coalinga Police Department** 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.

Terms and Conditions:

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon **COALINGA POLICE DEPARTMENT** operating and maintaining systems/equipment. **COALINGA POLICE DEPARTMENT** will do so in accordance to industry-accepted practices, or in consideration of our recommendations.
- C. **COALINGA POLICE DEPARTMENT** will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the **COALINGA POLICE DEPARTMENT** in accordance with Mesa Energy Systems, Inc.'s currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. Mesa Energy Systems, Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. Mesa Energy Systems, Inc. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. Mesa Energy Systems, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights 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, as the case may be.
- L. Mesa Energy Systems, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only Mesa Energy Systems, Inc.'s personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. In the event of additional freight, labor, or material costs resulting from a **COALINGA POLICE DEPARTMENT's** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at Mesa Energy Systems, Inc.'s currently established rates.
- O. Mesa Energy Systems, Inc.'s scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. encounters such material in performing its work, Mesa Energy Systems, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
- R. The **COALINGA POLICE DEPARTMENT** agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc.'s cost of performing this contract.
- S. The **COALINGA POLICE DEPARTMENT** acknowledges and agrees that any purchase order issued by **COALINGA POLICE DEPARTMENT**, in accordance with this Agreement, is intended only to establish payment authority for **COALINGA POLICE DEPARTMENT's** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the **COALINGA POLICE DEPARTMENT's** purchase order will have any force or effect.

Total Project Cost \$13,973.00

☐ Add-on Option: Roofing Repair Cost: \$ 1,700.00

Total project cost with option: \$15,673.00

Per the Contractors State License Board of California a permit is required for all new work:

However, as requested by the client, the above pricing specifically **excludes a permit** along with any allowance for a permit, mechanical engineering, plan check and Title-24 acceptance testing that would be required to be obtained; if the municipality discovers this project and requires a permit after the fact, then permit/plan check fees, all potential penalties, all associated engineering costs and Title-24 acceptance testing costs shall be the responsibility of the client.

Terms

25% Mobilization
Remainder 30 Days

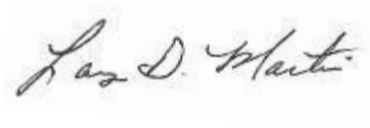
Should *Coalinga Police Department* choose to pay via credit card, *Coalinga Police Department* shall forego the cash discount and the price for the above work shall increase 3%.

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. After such time, Mesa Energy Systems reserves the right to increase the price set forth herein for such items when the parties enter a contract for the work or when Mesa Energy Systems actually orders such items, whichever the later, to reflect the then-current price of such items, as such pricing may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties. The parties agree that the pricing for such items in this quotation/proposal is guaranteed only for such time, and Customer assumes the risk of any such price increases for such items after such time.

If customer fails to sign this quotation/proposal within fifteen 30 days from the date of this quotation/proposal, this quotation/proposal shall be deemed void, withdrawn, and canceled.

Please feel free to contact me with any questions that you may have at **559-385-9070**.

Sincerely,



Larry D. Martin
Account Manager

Execution of Contract Below:

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

Customer Acceptance:

Mesa Energy Systems Inc:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date