

Emergency item. Will be done as a Purchase Order vs. Contract.

Agreement # ~~1248~~
Req # 1248

NEW AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 6/20/2018

Need Date: 6/20/2018

PROCESSING DEPARTMENT:
Department: Purchasing & Contracts
Dept. Contact: Rick Blake
Phone: x5873
Department Head Signature: *Aura Schwant*

CONTRACTOR:
Name: Emcor Services
Address: 3906 Kristi Court
Sacramento, CA 95827
Phone: (916) 636-1825
Org Code: 6040, (Dept: 0640, Project string: 06AC018-06180151)

CONTRACTING DEPARTMENT: Facilities, (Russ Fackrell x7596)
Service Requested: Emergency cooler replacement. Exempt from competitive bidding. Contract is subject to Prevailing Wage. No hazardous abatement is included in our scope of work or in Contract.

Contract Term: N/A Contract Value: \$69,250.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: as to form Disapproved: _____ Date: 6/20/18 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2018 JUN 20 PM 4: 14

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE CALL x____ FOR PICK-UP...THANKS!



6/20/18

El Dorado Center
3368 Lake Tahoe Blvd.
South Lake Tahoe, CA

Subject: Chiller Install


Mesa Energy Systems, Inc., an EMCOR Company is pleased to submit the following scope of work:


Scope of Work

- Disconnect electrical and abandon chiller in place
- Set chiller in parking lot outside chiller room
- Furnish and install all needed piping and insulate
- Furnish and install all needed electrical
- Start system and check complete operations
- Clean area and haul off
- Perform walk through and address any punch list items

35 TON Air Cooled Trane Chiller with 3 day lead time (if still available).....	\$69,250.00
30 Ton Air Cooled Carrier Chiller with 5-7 week lead time.....	\$50,702.00
30 Ton Air Cooled Used Carrier Chiller with 2 day lead time (if still available).....	\$49,984.00

Price does not include any fencing around the new chiller but would be highly recommended. Temp fencing can be provided at \$438 for every 6 months

Sincerely,

 Jimmy Miller
 Cell 916.963.0709
 Jimmy_miller@emcor.net
 EMCOR Services / Mesa Energy Systems, Inc.

Acceptance signature X 
 Print Name Laura Schwartz
 Title Deputy CAO / Purchasing Agent
 PO _____



Warranty: Sixty (60) days on labor plus one (1) year on materials from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer. Warranty excluded on existing system components, permits and engineering.

Should upon performance of the above, it be noted that any additional labor and materials are required to place the equipment in proper operational order, you will be notified and your approval obtained prior to proceeding with any additional work. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal.

Please contact me at xxx-xxx-xxxx or email me at <mailto:email here> should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.



Terms and Conditions:

This agreement (the "Agreement") is made between *CUSTOMER NAME at Customer Address* (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

- 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 *CUSTOMER* operating and maintaining systems/equipment. *CUSTOMER* will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. *CUSTOMER* will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service 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 *CUSTOMER* in accordance with EMCOR Service'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. EMCOR Service 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. EMCOR Service 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 EMCOR Service.
- 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 *EMCOR Service*. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Service 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. EMCOR Service 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 EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service 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 EMCOR Service. In the event of additional freight, labor, or material costs resulting from a *CUSTOMER'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 EMCOR Service's currently established rates.
- O. EMCOR Service'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 EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
- 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. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.
- Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.
- R. The *CUSTOMER* agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service 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 EMCOR Service's cost of performing this contract.
- S. The *CUSTOMER* acknowledges and agrees that any purchase order issued by *CUSTOMER*, in accordance with this Agreement, is intended only to establish payment authority for *CUSTOMER'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 *CUSTOMER's* purchase order will have any force or effect.