

**MARIN EMERGENCY RADIO AUTHORITY**

c/o Town of Corte Madera  
300 Tamalpais Drive, Corte Madera, CA 94925  
PHONE: (415) 927-5050  
[WWW.MERAONLINE.ORG](http://WWW.MERAONLINE.ORG)

**DATE:** May 13, 2020  
**TO:** MERA Governing Board  
**FROM:** Raul Rojas, Acting Operations Officer  
**SUBJECT:** AGENDA ITEM E-3: HVAC Projects at Civic Center and Mill Valley City Hall

Recommended Action: Authorize DPW to undertake the two (2) proposed maintenance projects.

Background: MERA PRIME SITE – CIVIC CENTER

The UPS battery back-up equipment for the MERA Prime Site at the Civic Center is located in a separate room, adjacent to the Prime Site Equipment Room. This room does not have supplemental air conditioning – it is served by the building air conditioning which does not operate during evenings and weekends, and most importantly, during power outages. There is only one building air supply vent in the UPS Room. Communications staff installed a door-mounted exhaust fan to provide additional air circulation.

Communications staff monitors the temperature in the UPS Room, and frequently receives high temperature alarms during the summer months. As a temporary measure, DPW staff have deployed a portable cooling unit in the UPS Room. Since the building air conditioning is insufficient, and given the likelihood that there will be more PG&E Public Safety Power Shutdowns (PSPS), the County recommends installing a supplemental air conditioner that is powered by an emergency circuit to provide consistent and reliable cooling to the UPS Room.

A 12,000 BTU, single-zone, wall-mounted air conditioner will be installed in the UPS Room off Lobby 2 in the Civic Center. The ductless split unit will be served by emergency power and the condenser unit will be located outside of the building, adjacent to the Center Center's middle arch.

DPW developed a scope of work description and solicited quotes from three qualified HVAC Contractors. The attached cost estimate outlines both subcontracted and DPW self-performed work and staff time to complete this project, including a 10% contingency for unforeseen conditions. The estimated cost for this work is \$24,927.

MERA SITE – MILL VALLEY CITY HALL

The existing exterior wall mounted Eubanks Air Conditioning Unit at Mill Valley City Hall has had a coolant leak for approximately two years. DPW Maintenance has tried to find and repair the source of the leak, but despite their best efforts, the unit continues to require periodic coolant re-charges. The loss of coolant is an environmental concern, and DPW staff has determined that the unit is beyond its useful life.

The MERA equipment room at Mill Valley City Hall is located in an attic space on the fourth floor. DPW Communications staff monitors the temperature in the equipment room, and frequently receive high temperature alarms during the summer months. As a temporary measure, the DPW has deployed a portable cooling unit to the Mill Valley location.

Project Description:

DPW explored three possible options for mitigating the temperature issues at the Mill Valley City Hall MERA Site:

1. Option A – Perform pressure test on the existing Eubanks unit and replace condenser coil and evap coil, along with full maintenance service.
2. Option B – Replace existing Eubanks unit with a new 3-ton interior wall mounted ductless split air conditioning unit.
3. Option C – Replace existing Eubanks unit with a new 2.5-ton exterior wall mount Bard unit (similar to existing unit).

DPW solicited quotes from three qualified HVAC contractors and received two quotes, each with itemized costs for the options listed above. After reviewing the quotes, DPW recommends Option C – replacing the existing exterior wall mounted Eubanks unit with a similar 2.5-ton Bard unit.

The Mill Valley City Hall site will be decommissioned when the NextGen Project is completed, but the new exterior wall mounted Bard unit can be salvaged and used as a replacement for the pre-existing NextGen sites.

DPW developed a scope of work description and received quotes from two qualified HVAC Contractors. The attached cost estimate outlines both subcontracted work and DPW staff time to complete this project, including a 15% contingency for unforeseen conditions. The estimated cost for this work is \$15,478. DPW will itemize actual project costs at project completion for both locations and submit to MERA for reimbursement.

ATTACHMENTS:

- E-3a Project Budget Estimate – Civic Center UPS Room Air Conditioning Unit - New
- E-3b Project Budget Estimate – Mill Valley Air Conditioning Unit - Replacement

MERA - UPS Room Air Conditioning Unit  
Civic Center

**Project Budget Estimate**

April 28, 2020  
Prepared by: Betsy Swenerton

Project Summary: Furnish and install a 12,000 BTU single-zone wall mounted air conditioning unit in the MERA UPS Room, located off Lobby 2 in the Marin County Civic Center. See attached detailed scope outline for specific trade work included in this cost estimate.

<i>description</i>	<i>quantity</i>	<i>unit cost</i>	<i>total</i>	<i>notes</i>
<b>Furnish and Install 12,000 BTU Air Conditioning Unit</b>				
HVAC quote - Matrix HG	1 qte	\$8,195	\$8,195	Excludes electrical scope
Electrical quote - EES	1 qte	\$4,490	\$4,490	Emergency circuit from Prime Site panel
Non-structural demolition	1 bgt	\$600	\$600	
Zipwall for dust containment	1 bgt	\$400	\$400	
Abatement scope	1 bgt	\$1,200	\$1,200	Wall anchors for new unistrut
3" core in UPS Room	1 bgt	\$900	\$900	
1" cores for electrical scope	3 bgt	\$250	\$750	
Firecaulking	1 bgt	\$300	\$300	
Moving & Storage - Ahmed's	1 bgt	\$1,800	\$1,800	Includes off-site storage for Elections Equip
Plywood backboard, paint, misc carpentry	1 bgt	\$600	\$600	
<hr/>				
Subtotal - Cost for UPS Room HVAC Unit			\$19,235	
County Contingency			\$1,924	10%
DPW Project Management			\$3,768	24 hours @ \$157
<hr/>				
<b>TOTAL PROJECT COST</b>			<b>\$24,927</b>	

## UPS Room HVAC Project

### Scope by HVAC:

Furnish and install a 12,000 BTU single-zone wall mounted air conditioning unit including, but not limited to the following:

1. Interior unit mounted onto plywood backboard (by others) inside UPS Room located off Lobby 2
2. Interior unit to include a built-in condensate pump
3. All coolant and condensate lines from interior unit to exterior mounted condenser unit
4. Mounting hardware/brackets to install coolant and condensate lines onto existing ceiling-mounted Unistrut
5. If additional Unistrut is needed for HVAC work, HVAC contractor to supply and install
6. Mounting hardware/brackets to mount coolant and condensate lines onto wall of Elections Storage Room
7. Furnish and install plastic pad for exterior condenser unit in area designated by County
8. Fire caulk 3" penetration in concrete wall of UPS room after installation of coolant, condensate and electrical conduit
9. Land electrical circuit onto exterior condenser unit and interior unit and condensate pump
10. HVAC contractor to take measures to minimize dust in the UPS Room and to diligently clean up after work is completed

### Scope by others:

#### Maintenance:

1. 3" opening in exterior plaster wall for electrical and HVAC into Elections Storage Room
2. Install painted plywood backboard on wall of UPS Room for HVAC unit
3. Fire caulk at opening in exterior plaster wall at Elections Storage

#### Movers:

1. Empty portions of Elections Storage Room – store off site for a period of four weeks (conservative)
2. Deliver and re-stock Elections Storage Room

#### Demo/Abatement:

1. 3" Core in UPS Room wall (to Elections Storage Room)
2. 1" Core through CMU wall at hallway into Maintenance storage room
3. 1" Core through exterior wall from Maintenance storage room to exterior (for condenser power)
4. Pre-drill four (4) holes in concrete wall of Elections Storage Room for new Unistrut (1/4" diameter by 4" deep)

Electrical:

1. New 20amp breaker in existing electrical panel (Panel inside Prime Site – emergency power)
2. EMT conduit mounted onto new Unistrut from electrical panel in corridor outside MERA Prime Site to a weatherproof junction box (bell box) mounted on exterior wall near HVAC condenser (through two cores by others).
3. For condenser unit, electrician to supply seal-tite connector from weatherproof JB and will land power onto HVAC condenser unit (break out the landing of wires for possible deletion).
4. EMT conduit from exterior JB mounted on existing Unistrut through Elections Storage Room and UPS Room to interior HVAC unit location.
5. New wall mounted Unistrut in Elections Storage Room, two locations.
6. Replace existing ceiling mounted Unistrut in UPS Room with longer pieces bolted onto existing Unistrut base pieces.
7. Remove empty 2" conduit labeled "Ground"
8. At interior wall mounted unit, electrician to supply flexible whip connection and land power onto HVAC cassette (break out the landing of wires for possible deletion).
9. Electrician to fire caulk two (2) 1" cores.
10. All EMT conduit, LBs, fittings, etc to complete work
11. All wires, etc. to complete work



**PROPOSAL FOR SERVICES**

Matrix HG, Inc. Proposal No. JV-2020-6

Selected HVAC Quote

County of Marin  
 Betsy Swenerton  
 3501 Civic Center Drive, Suite 404  
 San Rafael, CA 94903

March 2, 2020

Phone: 415-473-6680 E-mail: bswenerton@marincounty.org

We are pleased to submit for your review our proposal for the project referenced below. Once approved and signed, we will arrange to schedule and execute directly.

**Project Name:** UPS Room HVAC Project

**Job Site Address:** 3501 Civic Center Drive **City:** San Rafael

**Area(s) Affected:** UPS Room (Lobby 2)

Base Project Amount:	\$	<b>8,195</b>	_____	See "Scope of Services" Attachment	
Add Alternate(s):	1	\$	-	_____	Initial for acceptance
	2	\$	-	_____	Initial for acceptance
	3	\$	-	_____	Initial for acceptance
	4	\$	-	_____	Initial for acceptance
	5	\$	-	_____	Initial for acceptance
	6	\$	-	_____	Initial for acceptance

**Submitted By:**

*Frank Villa*

By \_\_\_\_\_

Regional Vice President

Title \_\_\_\_\_

**Executed By:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name / Title \_\_\_\_\_

\$ \_\_\_\_\_

Approved Project Amount

This proposal is effective from the date noted above and will expire if not accepted within 30 days of proposal submission. Acceptance beyond the 30 days will be at the sole discretion of Matrix HG Inc.

**Attachments:**

Scope of Services \_\_\_\_\_ Terms and Conditions \_\_\_\_\_

**Check if required:**

Certified Payroll Required       Davis-Bacon Required       Performance Bonds Required



## SCOPE OF SERVICES

### Base Scope of Work

Furnish and install a 12,000 BTU single-zone wall mounted air conditioning unit including, but not limited to the following:

1. Interior unit mounted onto plywood backboard (by others) inside UPS Room located off Lobby 2
2. Interior unit to include a built-in condensate pump
3. All coolant and condensate lines from interior unit to exterior mounted condenser unit
4. Mounting hardware/brackets to install coolant and condensate lines onto existing ceiling-mounted Unistrut
5. If additional Unistrut is needed for HVAC work, HVAC contractor to supply and install
6. Mounting hardware/brackets to mount coolant and condensate lines onto wall of Elections Storage Room
7. Furnish and install plastic pad for exterior condenser unit in area designated by County
8. Fire caulk penetration in concrete wall of UPS room after installation of coolant, condensate and electrical conduit
9. Land electrical circuit onto exterior condenser unit and interior unit and condensate pump
10. HVAC contractor to take measures to minimize dust in the UPS Room and to diligently clean up after work is completed.

Scope by others:

1. 110 volt electrical circuit for power to condenser and interior condensate pump
2. Electrical conduit, junction boxes and feeders for power to exterior condenser unit and interior wall mounted unit (HVAC contractor will land circuits)
3. Mounting hardware/brackets to install rigid conduit onto existing ceilingmounted Unistrut
4. Mounting hardware/brackets to mount rigid conduit onto wall of Elections Storage Room
5. Exterior rated junction box at condenser unit location (coordinate with HVAC contractor prior to installing)
6. Core drilling (one 3" core will be completed in the wall between the UPS Room and Elections Storage
7. Exterior wall penetration and patching at Elections Storage Room
8. Plywood backboard mounted onto concrete wall of UPS Room

Excludes: permits, roofing, overtime labor, electrical, painting or patching, repairs to existing equipment, fire life safety upgrades and repairs, mechanical and structural engineering and anything other than stated above.

Base Project Amount: \$ 8,195



## TERMS AND CONDITIONS

### GENERAL CONDITIONS

- A. Each sentence or paragraph of the Terms and Conditions of the Agreement between Customer and Contractor - Proposal For Services shall be construed as an express term or condition of this Contract.
- B. Issuance of Purchase Order or other communication by Customer authorizing Contractor to perform the Scope of Work will constitute acceptance of each and every term and condition of this Contract. Any additional terms or conditions stated in Customer's Purchase order, or other communication accepting this Contract shall not be valid under any circumstances unless specifically approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Customer's acceptance.
- C. Contractor shall comply with Federal, State, and Local laws.
- D. Any claim against Contractor alleging any breach of this Contract or asserting negligence by Contractor must be initiated no later than one (1) year after Contract Completion.
- E. Contract Completion shall be the date on which Contractor's work is completed, as distinguished from the date of Customer's Acceptance thereof.
- F. Contractor shall advise Customer of the completion of the work. Upon Customer's prompt inspection and notice to Contractor of any work not in accordance with this Contract, Contractor will correct such work. Customer's inspections shall be performed in sequence with Contractor's work progress, so as to avoid delay. If Customer fails to give such notice to Contractor within seventy-two (72) hours from notice of Contract Completion, Contractor's performance shall be deemed to be completed.
- G. If Contractor claims it is required to change the method, manner, or sequence of construction, Contractor shall notify the Customer in writing of such claim and if requested, Contractor shall provide Customer with a brief report. Contractor reserves the right to obtain a reasonable Change Order for costs or work associated with such changes.
- H. Contractor shall maintain Worker's Compensation and General Liability insurance in limits required by state law. Contractor will furnish appropriate Insurance Certificates as requested. Owner agrees that Contractor's total liability shall not exceed the total amount recoverable from the coverage specified by such Insurance Certificates.
- I. Contractor accepts no liability to indemnify or hold Customer harmless for claims or damages to persons or property, except to the extent that such damages occur during performance of Contractor's work, and are the direct result of Contractor's negligent error or omission. Customer understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property.
- J. Contractor assumes no responsibility for design, structural adequacy, or compliance of the structure with building codes. If "professional" design services are necessary, Customer shall be responsible for the results of such services, whether or not such services are provided in relation to this Contract.
- K. Contractor is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. Contractor is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damages related to the presence of mold, fungi, mildew or bacteria, damages caused by power reductions or any other cause beyond Contractor's control. Contractor shall not be required to repair or replace equipment that has not been properly maintained.
- L. Contractor is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew or bacteria. In the event that Contractor encounters any of these hazardous materials in the course of performing the work, Contractor may suspend its work and remove its employees from the project until such product or hazardous material and any additional hazardous material connected with it are abated. Contractor shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Contractor shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Contractor, at its option may submit a proposal for Customer's consideration in addition to this Agreement.
- M. The price for this Contract includes Contractor's labor, trade work, supervision, equipment, and materials necessary to perform the Contract according to conditions which could be reasonably anticipated by HVAC tradespersons visually examining the job site. If latent conditions cause delay or require unanticipated cost or expense in the performance of the Contract, Contractor shall promptly notify Customer of such conditions in writing. Contractor shall charge for such additional services or rework, and be compensated as authorized by a Change Order to this Contract.
- N. The Contract Price is based on Contractor's estimated costs and expenses in effect as of this proposal date. Should costs or expenses not under the control of the Contractor increase during the performance of Contractor's work, Contractor shall promptly notify Customer of its additional costs or expenses. Contractor shall charge for such additional costs and expenses, and be compensated as if authorized by a Change Order to this Contract.
- O. Customer shall not require Contractor to become a party to or comply with any terms or conditions of any collective bargaining agreement.

### DUTIES AND RESPONSIBILITIES OF OWNER

- P. Customer represents to Contractor that the building and the roof deck on which the installation is to be made is in a sound, load-bearing condition, sufficient for the project conditions for Contractor's work. Customer represents that the building's structure will be adequate for Contractor's work. Customer will inform Contractor in writing of any latent or other conditions which could affect the Contractor's work.
- Q. Customer shall provide the following:
1. Safe and reasonable equipment access and a safe work environment.
  2. Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  3. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions or furniture that may be necessary to perform the specified service.
  4. Promptly notify contractor of any unusual operating conditions.





## TERMS AND CONDITIONS

### DUTIES AND RESPONSIBILITIES OF OWNER

5. Upon agreement of a timely mutual schedule, allow Contractor to stop and start equipment necessary to perform service.
6. Provide adequate water treatment.
7. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
8. Where Contractor's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
9. Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

### PAYMENT

- R. Payment shall be made net 30 days from date of invoice. Contractor reserves the right to require cash payment or other alternative method of payment prior to completion of work if Contractor determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Contract price, Customer shall pay Contractor any applicable taxes or government changes that may be required in connection with the service or material furnished under this Agreement.

### WARRANTY

- S. Contractor warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Contractor also warrants that all parts or components supplied hereunder shall be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Contractor shall at its option repair, replace, or issue a credit for any such equipment, components or service, provided that they were not damaged, abused, or affected by chemical properties. Contractor shall not be liable for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation. Any claim for defective workmanship must be provided to Contractor in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor's obligations to repair, replace, or issue credit for any defective equipment, components or service shall be customer's exclusive remedy.

### EQUIPMENT CONDITIONS & RECOMMENDED SERVICE

- T. Upon the initial scheduled preventive maintenance or annual maintenance, should Contractor determine the need for repairs or replacement, Contractor will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this agreement. In the event Contractor recommends certain services that are not included herein or upon initial inspection, and if Customer does not elect to have such services properly performed in a timely fashion, Contractor shall not be responsible for any equipment or control failures, operability, or any long-term damage that may result. Contractor at its own option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

### EXCLUSIONS

- U. Unless specifically addressed in the Scope of Services, the following items will be excluded: pre-existing conditions, code compliance improvements to the existing HVAC, permits, title 24 calculations, engineering, structural calculations or modifications, building life-safety tie in, overtime labor, line voltage power wiring, gas/condensate piping, patching/sealing of penetrations and anything other than state in the Scope of Services. Anything not specifically listed as included herein shall be known by the parties as excluded from this proposal.

### CONTRACT EXECUTION

- V. This contract signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms, except as modified by written Change Orders agreed to by each party to this agreement.
- W. Should this contract conflict with project specifications, this Contract shall govern. Should the Scope of Work conflict with the Manufacturer's Specifications, the Scope of Work shall govern. Should Drawings prepared by Contractor conflict with Manufacturer's Standard Construction Details, the Contractor's Drawings shall govern.



**EnergyEfficientServices™**

Creating an efficient tomorrow

DIR# 1000024586

Contractor License #979743

695 De Long Ave. Suite #250, Novato, CA 94945

Tel (855) 337-1929 | Fax (415) 234-6868

[www.EnergyEfficientServices.com](http://www.EnergyEfficientServices.com)

**Selected Electrical Quote**

March 6th, 2020

Attn: Betsy Swenerton – Capital Planning & Project Manager - County of Marin  
3601 Civic Center Drive, San Rafael, CA 94903

Re: UPS Room Split Unit Power – Marin Civic Center - 3601 Civic Center Drive, San Rafael, CA 94903

Dear Betsy,

The following is a quotation to supply and install the proposed electrical, conduit and circuitry for one (1) new split HVAC unit. Arron Coyle walked the project with Todd Pressley and determined the exact electrical panel that will feed the new circuitry and estimated a 200' conduit run. EES will also provide a fused disconnect for the new unit. New circuitry to be 120volt - 20amp system.

**Total Price: \$4,490.00**

**Please note the following exclusions:**

1. HVAC Split Unit and final connections.
2. PG&E application fee, utility connection fees, transformer(s), wire or design fees.
3. Any solar panels, inverters, combiner box, racking, feeder wires, tie-in or design.
4. All trenching, back filling, sand, shoring, compaction or testing.
5. Any site demo.
6. Concrete, slurry, rebar cages and light pole standards.
7. Furniture power/data whips.
8. Fiber optic wire, backbone, racks, connectors testing or certification.
9. Fire/smoke dampers, power, circuitry or wire.
10. VFDs, motor controls, control wires, commissioning or design.
11. Tele/data system tie-in to service provider, design or fees.
12. Fire alarm system, devices, panels, wire, testing, permit and/or design.
13. Audio/visual system, devices, panels, wire, testing, permit and/or design.
14. Drilling, coring or concrete for light standards and/or rebar cages.
15. Concrete equipment pads, XMR transformer pad.

16. Any security conduit, wiring, devices, panels, cameras or programming unless otherwise noted on the plans.
17. Scope of work not shown on the drawings.
18. OSHPD Building and Construction permits, inspections, or specific standards or compliances.
19. Adding any circuitry or extending existing circuitry unless otherwise noted on plans.
20. Utility design, transformers, secondary feeder wire, special inspection or design fees.
21. Bell system, wire, devices, speakers or testing.
22. Drywall or plaster patching and painting.
23. Security system or CCTV camera, wire, design or testing.
24. Projectors, screens, TV monitors, install or design.
25. Asbestos abatement or removal.
26. Electrical design or load calculations.
27. Setting up any new temporary phones or data ports.
28. Speaker system, wire, devices or components.
29. Relocation or retrofit of any lighting fixtures.
30. Temporary power, generators, services drops or temp power poles unless specifically stated in the scope of work above.
31. Signage and or sign installation.
32. Design and engineering of new circuitry including sub-metering, load calculation or load balancing.
33. Seismic supports or retrofitting.
34. Premium time or after hours labor.
35. Photometric design or testing.
36. Payment/performance bonds.
37. Permits unless specifically called out above.
38. Concrete cutting or coring
39. Utility company fees.
40. Condensed or impacted project schedules.
41. Special inspection fees
42. Engineering and plan check fees.
43. Any additional electrical work not shown on plan sheets noted above.
44. Temporary lighting.
45. Repair and replacement of existing conduits and/or utilities.
46. Formed and/or finished concrete work.
47. Transformer bollards.
48. Isolated grounds or extra building grounding.
49. Cut, break and patch concrete and asphalt.
50. Repair and replacement of landscaping.
51. HVAC control wiring, and devices.
52. Furnishing and installation of access panels.
53. Fixture support wires.
54. Fire rated and/or sound deadening fixture enclosures.
55. Plywood backboards.
56. Communication, telephone and data equipment, cables and connectors.
57. Patching and repair of fireproofing.
58. Patching, repair or sealing of rooftop penetrations.
59. Setting vaults or deep underground.
60. Supply and installation of fire sprinkler flow and tamper switches.
61. Work required bringing existing conditions into current code compliance.
62. Cutting of furniture and special wall finishes for electrical devices.
63. Costs for removal and disposal of hazardous material other than Lighting related components or light bulbs.
64. Openings and supports for fixtures in gypboard, plaster and metal ceilings.
65. Special (non-standard) colors, finishes or materials for equipment and/or fixtures.
66. Ceiling tiles.

**Please note the following clarifications:**

1. This bid assumes all work to be performed between 6AM to 5PM with free and clear access to the workspace.
2. This bid is based upon use of industry standard 2016 NEC Electrical Code, approved materials and methods.
3. Sales tax included in price of materials.
4. Proposal valid for 45 days from date issued.

We thank you for the opportunity to present this proposal and hope that it meets with your approval.

Sincerely,

**ENERGY EFFICIENT SERVICES CORPORATION**

Timothy E. Salyers  
Senior Project Manager  
Energy Efficient Services Corp.  
C10 Lic. #979743  
[www.EnergyEfficientServices.com](http://www.EnergyEfficientServices.com)  
Office: 855.EES.1929  
Creating an Efficient Tomorrow™

# **DOWNING**

**HEATING & AIR CONDITIONING, INC.**

***SALES . SERVICE . INSTALLATION***

**31 Industrial Way, Greenbrae, CA. 94904**

**Phone: (415) 485-1011 Fax: 415-485-1108**

**License No. 644720**

**DowningHeating@sbcglobal.net**

February 20, 2020

County of Marin

PO Box 4186

San Rafael, 94913

Attention: Betsy Swenerton BSwenerton@marincounty.org  
415 999-2717 C 415 473-6680

Subject: Civic Center UPS Room HVAC Project

We are pleased to offer the following proposal for the work for the above referenced project.

## **I. Project Clarifications:**

No new load calculations or Title 24 is being done.

No sound walls or walls, screens or enclosures that may need to be constructed to hide new equipment from view or noise per city requirements are included in scope of work.

UPS Room HVAC Project Scope description. Furnish and install a 12,000 BTU single-zone wall mounted air conditioning unit including, but not limited to the following:

- A. Interior unit mounted onto plywood backboard (by others) inside UPS Room located off Lobby 2
- B. Interior unit to include a built-in condensate pump
- C. All coolant and condensate lines from interior unit to exterior mounted condenser unit
- D. Mounting hardware/brackets to install coolant and condensate lines onto existing ceiling-mounted Unistrut
- E. If additional Unistrut is needed for HVAC work, HVAC contractor to supply and install
- F. Mounting hardware/brackets to mount coolant and condensate lines onto wall of Elections Storage Room

- G. Furnish and install plastic pad for exterior condenser unit in area designated by County
- H. Fire caulk penetration in concrete wall of UPS room after installation of coolant, condensate and electrical conduit
- I. Land electrical circuit onto exterior condenser unit and interior unit and condensate pump
- J. HVAC contractor to take measures to minimize dust in the UPS Room and to diligently clean up after work is completed.

**II. Scope by others:**

- A. 110 volt electrical circuit for power to condenser and interior condensate pump
- B. Electrical conduit, junction boxes and feeders for power to exterior condenser unit and interior wall mounted unit (HVAC contractor will land circuits)
- C. Mounting hardware/brackets to install rigid conduit onto existing ceiling mounted Unistrut
- D. Mounting hardware/brackets to mount rigid conduit onto wall of Elections Storage Room
- E. Exterior rated junction box at condenser unit location (coordinate with HVAC contractor prior to installing)
- F. Core drilling (one 3" core will be completed in the wall between the UPS Room and Elections Storage)
- G. Exterior wall penetration and patching at Elections Storage Room
- H. Plywood backboard mounted onto concrete wall of UPS Room

**III. Project Clarifications:**

- A. No new load calculations or Title 24 is being done.
- B. No sound walls or walls, screens or enclosures that may need to be constructed to hide new equipment from view or noise per city requirements are included in scope of work.

**IV. Project Exclusions:**

- A. Permit.
- B. Sheet rock removal.

- C. Electrical.
- D. Air balance.
- E. Duct pressure test
- F. Roofing.
- G. Cutting, patching and painting, carpentry and framing.
- H. Any other items not listed above are not included in bid.
- I. Load calculations.
- J. Electrical, upgrades, power wiring and conduit.
- K. Low voltage wiring.
- L. Plumbing.
- M. Gas lines and piping.
- N. Overtime.
- O. Duct pressure testing.
- P. Refrigerant verification.
- Q. Structural engineering or supports.
- R. Mechanical Engineering.
- S. Mechanical Calculations.
- T. Seismic Calculations.
- U. Architectural sheet metal.
- V. Fire protection systems.
- W. Fire and life safety systems.
- X. Repair or warranty of existing equipment.
- Y. Remote annunciators for smoke detectors.
- Z. Wiring or smoke detectors for smoke/fire dampers.
- AA. Architectural sheet metal.
- BB. Access doors in finished surfaces.
- CC. Fire safing and caulking with exception included in contract.
- DD. Architectural Title 24 calculations
- EE. Identification, testing, removal or abatement of hazardous materials.

**V. Pricing:**

- A. The price to perform work as described: ..... \$8,595.00

Prices quoted are firm for no more than 30 days from the date of quotation. Downing Heating & Air Conditioning guarantees our work for one year after completion of the project. Equipment is covered by and under the terms set by the manufacturer.

Payment terms are due upon receipt of invoice.

We hope this meets with your approval. Please call if you have any questions.

Sincerely,

Scott James, President

#### **TERMS AND CONDITIONS:**

1. Extra Work. Owners may request the Contractor to perform additional services or additional work. The cost to Owner for extra work or services shall be a mutually agreeable sum determined prior to performing the same, or, if there is no agreement, then the cost to the Owners shall be the added costs to the Contractor plus 10% for overhead and an additional 10% for profit, all payable at the time set forth above for final payment, or upon completion of such extra work, whichever is later.
2. Workers Compensation and Liability Insurance. Contractor shall maintain workers compensation and liability insurance as set forth on the Certificate of Insurance furnished to Owners.
3. All permits are the responsibility of the Owner. Contractor will provide all drawings and calculations needed to secure permits to owner upon request.
4. Disputes. In the event of any dispute or disagreement between the parties, they shall attempt to resolve the same by negotiation or mediation if possible. If not resolved, either party may demand binding Arbitration under the rules of the American Arbitration Association. The Arbitrator(s) shall have the power to award cost, including reasonable attorney's fees, as part of any award.
5. Warranty charges and freight charges apply to items returned under warranty.

#### **NOTICES:**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors State License Board, 3132 Bradshaw Road, Sacramento, CA 95827.



Any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to claim a lien against your property. To preserve these lien rights, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". This Preliminary Notice **is not a lien against your property**. Its purpose is to notify you of persons who might have the right to claim a lien if they are not paid. You may protect yourself by asking for and receiving, from the Contractor, Lien Releases showing that, from the funds paid by you as Owner, Contractor has paid those who might otherwise be entitled to claim a lien.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year set forth above.

Agreed to and Accepted By:

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ PO #: \_\_\_\_\_

*By agreeing to this proposal, you are authorizing Downing Heating & Air Conditioning, Inc. to perform the work as outlined above.*

Third HVAC Quote - for reference

**Proposal For:**

**County of Marin  
Fan Coil Unit Addition**

**Presented To:  
Betsy Swenerton**

**Prepared By:  
Ryan Mitchell  
EMCOR Service/Mesa Energy Systems  
14450 Doolittle Drive  
San Leandro, CA 94577**

**Date: February 27, 2020  
Quote#: 20-24206**



EMCOR Services, Mesa Energy Systems Inc. is pleased to present this proposal for the County of Marin. Our scope of work includes the following:

- Procure new Fujitsu 1 ton Split System.
- Facilities to provide electrical install. Coordinate requirements.
- Mobilize equipment to site.
- Facilities to provide coring through walls between indoor and outdoor units.
- Hang indoor Fan Coil in server room.
- Place Condensing Unit pad outdoors.
- Run piping from indoor Fan Coil to outdoor Condensing Unit.
- Perform startup of new unit and verify functionality.
- Checkout with facilities.

**Price for the scope above: \$25,124.00**

**Project Specific Assumptions, Clarifications and Exclusions:**

1. Pricing is based on having “free and clear” access to all work areas.
2. Provision of any equipment or services, other than those outlined in the above proposal, is excluded.
3. Pricing is based up having a reasonably leveled schedule; work is considered sequential, not concurrent.
4. Bonds, permits parking fees, utility fees, temporary power and lighting are excluded but may be obtained for an additional fee.
5. All dumpster fees, any and all asphalt or concrete cutting, breaking, removal or patching, sealing of roof penetrations and/or repairs to existing roofing systems is excluded.
6. Any and all labor and/or material associated with layout, coring, X-ray, cutting , framing, patching, painting, removal/repair of existing ceilings, walls, floors is excluded.
7. Any and all work in areas containing Asbestos or Lead is excluded until materials have been removed or encapsulated.
8. *All labor is bid based on work being performed during normal working hours. After hours and weekend work is excluded.*

The above referenced price is valid or a period of thirty (30) days from the date of this proposal. Thank you for the opportunity to provide pricing for the Indigo leak repairs. If you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

Ryan Mitchell  
Account Manager

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:**

**Mesa Energy Systems Inc:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title  
Date

\_\_\_\_\_  
Title  
Date

## **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.

## 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 Bidding Contractor operating and maintaining systems/equipment. Bidding Contractor will do so in accordance with industry-accepted practices, or in consideration of our recommendations.
- C. Bidding Contractor *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 Bidding Contractor *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 Bidding Contractor 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.
- 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 Bidding Contractor *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 Bidding Contractor acknowledges and agrees that any purchase order issued by RIM Pacific Management, in accordance with this Agreement, is intended only to establish payment authority for Bidding Contractor 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 Bidding Contractor purchase order will have any force or effect.
- T. 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.
- U. EMCOR Service/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.
- V. Bidding Contractor hereby agrees to indemnify, defend and hold harmless EMCOR Service/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.
- W. Bidding Contractor understands and agrees that EMCOR Service/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, EMCOR Service/Mesa Energy Systems, Inc. shall not be responsible for such work. EMCOR Service/Mesa Energy Systems, Inc. or a subcontractor under the control and supervision of Bidding Contractor shall perform such work

MERA - Air Conditioning Unit Replacement  
Mill Valley City Hall

**Project Budget Estimate**

April 28, 2020  
Prepared by: Betsy Swenerton

Project Summary: OPTION C from attached HVAC Scope Outline - Furnish and install a new 2.5 ton wall mounted HVAC unit to replace the existing 2.5 Eubanks wall mounted unit. Estimate includes a mobile crane and rigging during off hours to access the roof, as well as miscellaneous flashing and waterproofing if required. Estimate excludes electrical work, roofing work, painting or patching and any fire/life safety upgrades.

<i>description</i>	<i>quantity</i>	<i>unit cost</i>	<i>total</i>	<i>notes</i>
<b>Furnish and Install 2.5 Ton Wall Mounted Air Conditioning Unit</b>				
HVAC quote - Matrix HG	1 qte	\$10,840	\$10,840	Based on BARD unit, and OT for hoisting
Flashing/Waterproofing	1 incl			Included in Matrix quote
Electrical	excl			Use existing electrical
Roofing	excl			None required
Paint & Patch	excl			None required
Fire/Life Safety Changes/Upgrades	excl			None required

Subtotal - Cost for Mill Valley City Hall HVAC Unit \$10,840

County Contingency \$1,626 15%

HVAC Permit, Mill Valley \$500

DPW Project Management \$2,512 16 hours @ \$157

**TOTAL PROJECT COST \$15,478**

## Mill Valley HVAC Project

Three scope options (A, B and C) being considered, as outlined below for HVAC contractor pricing:

- A. Keep existing **Eubank 2.5 Ton wall mounted HVAC unit (model #W30CF05B1F00A, Serial number 02E-P20105**, 208v unit powered by a 60amp circuit) and service/replace parts as follows:
  1. Perform a pressure test on existing unit to determine origin of coolant leak
  2. Purchase in advance replacement parts for a) evap coil and b) condenser coil
  3. Perform typical maintenance on the unit to make sure unit is functioning normally, and replace the evap coil and condenser coil with new parts
  4. Access to work site is up four flights of stairs.
  5. Access to unit/roof is through existing opening in exterior wall, approximately 24" x 24". HVAC contractor will have to remove and reinstall existing motorized exhaust fan to access roof.
  6. HVAC contractor to take measures to minimize dust in the Equipment Room and to diligently clean up after work is completed.
  7. HVAC contractor to employ temporary cooling for equipment room while HVAC unit is offline/being replaced.
  
- B. Furnish and install new 3 ton single-zone wall mounted air conditioning unit (ductless split) complete with integrated condensate pump including, but not limited to the following:
  1. Remove existing wall mounted Eubank unit
  2. New interior unit to be mounted over existing wall opening for current wall mounted Eubank unit. HVAC contractor to blank off, as required. Two existing openings in exterior wall.
  3. Exterior condenser unit to be mounted on a plastic curb supplied and installed by HVAC contractor.
  - 4. Electrical work by others**
  5. HVAC contractor to make sure control wiring for high temp alarm to Radio Shop staff is existing and functional.
  6. Include all required hoisting/crane for new and removed equipment
  7. Crane/rigging/hoisting to take place during off hours so parking lot can be clear.
  8. HVAC contractor to employ temporary cooling for equipment room while HVAC unit is offline/being replaced.
  9. Access to work site is up four flights of stairs.
  10. Access to unit/roof is through existing opening in exterior wall, approximately 24" x 24". HVAC contractor will have to remove and reinstall existing motorized exhaust fan to access roof.
  11. HVAC contractor to take measures to minimize dust in the Equipment Room and to diligently clean up after work is completed.



- C. Replace existing wall mounted Eubank unit with a new Bard 2.5 ton wall mounted unit, including, but not limited to the following:
1. Remove existing wall mounted Eubank unit
  2. Furnish and install new Bard wall mounted unit in similar size and configuration as existing.
  3. Utilize existing electrical for new Bard unit
  4. Add flashing around new Bard unit to prevent weather/water intrusion if the unit does not match the Eubanks size/rough-in.
  5. Include all required hoisting/crane for new and removed equipment
  6. Crane/rigging/hoisting to take place during off hours so parking lot can be clear.
  7. HVAC contractor to employ temporary cooling for equipment room while HVAC unit is offline/being replaced.
  8. Access to work site is up four flights of stairs.
  9. Access to unit/roof is through existing opening in exterior wall, approximately 24" x 24". HVC contractor will have to remove and reinstall existing motorized exhaust fan to access roof.
  10. HVAC contractor to take measures to minimize dust in the Equipment Room and to diligently clean up after work is completed.





## SCOPE OF SERVICES

### Base Scope of Work

Perform leak check and repair on wall mounted unit and replace leaking components as needed.

- Isolate system for safety
- Perform leak check on system
- Remove and replace leaking components
- Pressure test system, evacuate, and charge with new refrigerant
- Start up and test for normal operation

ALT#1: Remove and replace existing wall mount unit

- Isolate system for safe removal
- Provide necessary crane and rigging to remove and replace equipment
- Disconnect, remove, and provide proper disposal of (1) 2.5 ton wall mount unit
- Furnish and install (1) 2.5 ton wall mount unit
- Start up and test for normal operations
- Work to be performed after normal business hours (overtime labor rates applied)

ALT#2: Remove existing wall mount unit and replace with ductless split system

- Isolate system for safe removal
- Provide necessary crane and rigging to remove and replace rooftop equipment
- Disconnect, remove, and provide proper disposal of existing wall mount unit
- Fabricate and install sheet metal covers as needed for existing wall penetrations
- Furnish and install (1) 3 ton condensing unit and mount on roof
- Furnish and install (1) 3 ton fan coil unit and mount in equipment room
- Provide and install refrigerant piping between condenser and fan coil unit
- Provide and install condensate piping to nearest drain
- Provide and install electrical power/conduit to new split system
- Start up and test for normal operations

Excludes: permits, roofing, overtime labor, electrical, painting or patching, repairs to existing equipment, fire life safety upgrades and repairs, mechanical and structural engineering and anything other than stated above.

Base Project Amount: \$ 8,384



## TERMS AND CONDITIONS

### GENERAL CONDITIONS

- A. Each sentence or paragraph of the Terms and Conditions of the Agreement between Customer and Contractor - Proposal For Services shall be construed as an express term or condition of this Contract.
- B. Issuance of Purchase Order or other communication by Customer authorizing Contractor to perform the Scope of Work will constitute acceptance of each and every term and condition of this Contract. Any additional terms or conditions stated in Customer's Purchase order, or other communication accepting this Contract shall not be valid under any circumstances unless specifically approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Customer's acceptance.
- C. Contractor shall comply with Federal, State, and Local laws.
- D. Any claim against Contractor alleging any breach of this Contract or asserting negligence by Contractor must be initiated no later than one (1) year after Contract Completion.
- E. Contract Completion shall be the date on which Contractor's work is completed, as distinguished from the date of Customer's Acceptance thereof.
- F. Contractor shall advise Customer of the completion of the work. Upon Customer's prompt inspection and notice to Contractor of any work not in accordance with this Contract, Contractor will correct such work. Customer's inspections shall be performed in sequence with Contractor's work progress, so as to avoid delay. If Customer fails to give such notice to Contractor within seventy-two (72) hours from notice of Contract Completion, Contractor's performance shall be deemed to be completed.
- G. If Contractor claims it is required to change the method, manner, or sequence of construction, Contractor shall notify the Customer in writing of such claim and if requested, Contractor shall provide Customer with a brief report. Contractor reserves the right to obtain a reasonable Change Order for costs or work associated with such changes.
- H. Contractor shall maintain Worker's Compensation and General Liability insurance in limits required by state law. Contractor will furnish appropriate Insurance Certificates as requested. Owner agrees that Contractor's total liability shall not exceed the total amount recoverable from the coverage specified by such Insurance Certificates.
- I. Contractor accepts no liability to indemnify or hold Customer harmless for claims or damages to persons or property, except to the extent that such damages occur during performance of Contractor's work, and are the direct result of Contractor's negligent error or omission. Customer understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property.
- J. Contractor assumes no responsibility for design, structural adequacy, or compliance of the structure with building codes. If "professional" design services are necessary, Customer shall be responsible for the results of such services, whether or not such services are provided in relation to this Contract.
- K. Contractor is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. Contractor is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damages related to the presence of mold, fungi, mildew or bacteria, damages caused by power reductions or any other cause beyond Contractor's control. Contractor shall not be required to repair or replace equipment that has not been properly maintained.
- L. Contractor is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew or bacteria. In the event that Contractor encounters any of these hazardous materials in the course of performing the work, Contractor may suspend its work and remove its employees from the project until such product or hazardous material and any additional hazardous material connected with it are abated. Contractor shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Contractor shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Contractor, at its option may submit a proposal for Customer's consideration in addition to this Agreement.
- M. The price for this Contract includes Contractor's labor, trade work, supervision, equipment, and materials necessary to perform the Contract according to conditions which could be reasonably anticipated by HVAC tradespersons visually examining the job site. If latent conditions cause delay or require unanticipated cost or expense in the performance of the Contract, Contractor shall promptly notify Customer of such conditions in writing. Contractor shall charge for such additional services or rework, and be compensated as authorized by a Change Order to this Contract.
- N. The Contract Price is based on Contractor's estimated costs and expenses in effect as of this proposal date. Should costs or expenses not under the control of the Contractor increase during the performance of Contractor's work, Contractor shall promptly notify Customer of its additional costs or expenses. Contractor shall charge for such additional costs and expenses, and be compensated as if authorized by a Change Order to this Contract.
- O. Customer shall not require Contractor to become a party to or comply with any terms or conditions of any collective bargaining agreement.

### DUTIES AND RESPONSIBILITIES OF OWNER

- P. Customer represents to Contractor that the building and the roof deck on which the installation is to be made is in a sound, load-bearing condition, sufficient for the project conditions for Contractor's work. Customer represents that the building's structure will be adequate for Contractor's work. Customer will inform Contractor in writing of any latent or other conditions which could affect the Contractor's work.
- Q. Customer shall provide the following:
  - 1. Safe and reasonable equipment access and a safe work environment.
  - 2. Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  - 3. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions or furniture that may be necessary to perform the specified service.
  - 4. Promptly notify contractor of any unusual operating conditions.



## TERMS AND CONDITIONS

### DUTIES AND RESPONSIBILITIES OF OWNER

5. Upon agreement of a timely mutual schedule, allow Contractor to stop and start equipment necessary to perform service.
6. Provide adequate water treatment.
7. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
8. Where Contractor's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
9. Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

### PAYMENT

- R. Payment shall be made net 30 days from date of invoice. Contractor reserves the right to require cash payment or other alternative method of payment prior to completion of work if Contractor determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Contract price, Customer shall pay Contractor any applicable taxes or government changes that may be required in connection with the service or material furnished under this Agreement.

### WARRANTY

- S. Contractor warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Contractor also warrants that all parts or components supplied hereunder shall be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Contractor shall at its option repair, replace, or issue a credit for any such equipment, components or service, provided that they were not damaged, abused, or affected by chemical properties. Contractor shall not be liable for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation. Any claim for defective workmanship must be provided to Contractor in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor's obligations to repair, replace, or issue credit for any defective equipment, components or service shall be customer's exclusive remedy.

### EQUIPMENT CONDITIONS & RECOMMENDED SERVICE

- T. Upon the initial scheduled preventive maintenance or annual maintenance, should Contractor determine the need for repairs or replacement, Contractor will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this agreement. In the event Contractor recommends certain services that are not included herein or upon initial inspection, and if Customer does not elect to have such services properly performed in a timely fashion, Contractor shall not be responsible for any equipment or control failures, operability, or any long-term damage that may result. Contractor at its own option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

### EXCLUSIONS

- U. Unless specifically addressed in the Scope of Services, the following items will be excluded: pre-existing conditions, code compliance improvements to the existing HVAC, permits, title 24 calculations, engineering, structural calculations or modifications, building life-safety tie in, overtime labor, line voltage power wiring, gas/condensate piping, patching/sealing of penetrations and anything other than state in the Scope of Services. Anything not specifically listed as included herein shall be known by the parties as excluded from this proposal.

### CONTRACT EXECUTION

- V. This contract signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms, except as modified by written Change Orders agreed to by each party to this agreement.
- W. Should this contract conflict with project specifications, this Contract shall govern. Should the Scope of Work conflict with the Manufacturer's Specifications, the Scope of Work shall govern. Should Drawings prepared by Contractor conflict with Manufacturer's Standard Construction Details, the Contractor's Drawings shall govern.

# **DOWNING**

**HEATING & AIR CONDITIONING, INC.**

*SALES . SERVICE . INSTALLATION*

31 Industrial Way, Greenbrae, CA. 94904

Phone: (415) 485-1011 Fax: 415-485-1108

License No. 644720

DowningHeating@sbcglobal.net

Second HVAC Quote - for reference  
- Option C

February 24, 2020

County of Marin

PO Box 4186

San Rafael, CA 94913

Attention: Betsy Swenerton BSwenerton@marincounty.org  
415 999-2717 C 415 473-6680

Subject: Mill Valley City Hall, MERA Equipment Room HVAC

We are pleased to offer the following proposal for the work for the above referenced project.

## **I. Project Clarifications:**

- A. No new load calculations or Title 24 is being done.
- B. No sound walls or walls, screens or enclosures that may need to be constructed to hide new equipment from view or noise per city requirements are included in scope of work.

## **II. Scope of Work:**

- A. Disconnect and remove the existing Eubank wall mounted air conditioning unit.
- B. Provide and install (1) new 3-ton Fujitsu ductless split system air conditioning unit model 36RLXB.
- C. Furnish and install new 3 ton single-zone wall mounted air conditioning unit (ductless split) complete with integrated condensate pump including, but not limited to the following:
- D. Remove existing wall mounted Eubank unit.
- E. New interior unit to be mounted over existing wall opening for current wall mounted Eubank unit. HVAC contractor to blank off, as required. Two existing openings in exterior wall.
- F. Exterior condenser unit to be mounted on a plastic curb supplied and installed by HVAC contractor.
- G. Electrical work by others.**

- H. HVAC contractor to make sure control wiring for high temp alarm to Radio Shop staff is existing and functional.
- I. Include all required hoisting/crane for new and removed equipment.
- J. Crane/rigging/hoisting to take place during off hours so parking lot can be clear.
- K. HVAC contractor to employ temporary cooling for equipment room while HVAC unit is offline/being replaced.
- L. Access to work site is up four flights of stairs.
- M. Access to unit/roof is through existing opening in exterior wall, approximately 24" x 24". HVAC contractor will have to remove and reinstall existing motorized exhaust fan to access roof.
- N. HVAC contractor to take measures to minimize dust in the Equipment Room and to diligently clean up after work is completed.
- O. Equipment includes a one year limited parts and one year labor warranty.

### **III. Project Clarifications:**

- A. No new load calculations or Title 24 is being done.
- B. No sound walls or walls, screens or enclosures that may need to be constructed to hide new equipment from view or noise per city requirements are included in scope of work.

### **IV. Project Exclusions:**

- A. Permit.
- B. Sheet rock removal.
- C. Electrical.
- D. Air balance.
- E. Duct pressure test
- F. Roofing.
- G. Cutting, patching and painting, carpentry and framing.
- H. Any other items not listed above are not included in bid.
- I. Load calculations.
- J. Electrical, upgrades, power wiring and conduit.
- K. Low voltage wiring.
- L. Plumbing.

- M. Gas lines and piping.
- N. Overtime.
- O. Duct pressure testing.
- P. Refrigerant verification.
- Q. Structural engineering or supports.
- R. Mechanical Engineering.
- S. Mechanical Calculations.
- T. Seismic Calculations.
- U. Architectural sheet metal.
- V. Fire protection systems.
- W. Fire and life safety systems.
- X. Repair or warranty of existing equipment.
- Y. Remote annunciators for smoke detectors.
- Z. Wiring or smoke detectors for smoke/fire dampers.
- AA. Architectural sheet metal.
- BB. Access doors in finished surfaces.
- CC. Fire safing and caulking with exception included in contract.
- DD. Architectural Title 24 calculations
- EE. Identification, testing, removal or abatement of hazardous materials.

**V. Pricing:**

- A. The price to perform work as described: ..... \$15,765.00

Prices quoted are firm for no more than 30 days from the date of quotation. Downing Heating & Air Conditioning guarantees our work for one year after completion of the project. Equipment is covered by and under the terms set by the manufacturer.

Payment terms are due upon receipt of invoice.

We hope this meets with your approval. Please call if you have any questions.

Sincerely,

Scott James, President



## **TERMS AND CONDITIONS:**

1. Extra Work. Owners may request the Contractor to perform additional services or additional work. The cost to Owner for extra work or services shall be a mutually agreeable sum determined prior to performing the same, or, if there is no agreement, then the cost to the Owners shall be the added costs to the Contractor plus 10% for overhead and an additional 10% for profit, all payable at the time set forth above for final payment, or upon completion of such extra work, whichever is later.
2. Workers Compensation and Liability Insurance. Contractor shall maintain workers compensation and liability insurance as set forth on the Certificate of Insurance furnished to Owners.
3. All permits are the responsibility of the Owner. Contractor will provide all drawings and calculations needed to secure permits to owner upon request.
4. Disputes. In the event of any dispute or disagreement between the parties, they shall attempt to resolve the same by negotiation or mediation if possible. If not resolved, either party may demand binding Arbitration under the rules of the American Arbitration Association. The Arbitrator(s) shall have the power to award cost, including reasonable attorney's fees, as part of any award.
5. Warranty charges and freight charges apply to items returned under warranty.

## **NOTICES:**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors State License Board, 3132 Bradshaw Road, Sacramento, CA 95827.

Any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to claim a lien against your property. To preserve these lien rights, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". This Preliminary Notice **is not a lien against your property**. Its purpose is to notify you of persons who might have the right to claim a lien if they are not paid. You may protect yourself by asking for and receiving, from the Contractor, Lien Releases showing that, from the funds paid by you as Owner, Contractor has paid those who might otherwise be entitled to claim a lien.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year set forth above.

Agreed to and Accepted By:

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ PO #: \_\_\_\_\_

*By agreeing to this proposal, you are authorizing Downing Heating & Air Conditioning, Inc. to perform the work as outlined above.*

# **DOWNING**

**HEATING & AIR CONDITIONING, INC.**

*SALES . SERVICE . INSTALLATION*

31 Industrial Way, Greenbrae, CA. 94904

Phone: (415) 485-1011 Fax: 415-485-1108

License No. 644720

DowningHeating@sbcglobal.net

Second HVAC Quote - for reference  
- Option B

February 24, 2020

County of Marin

PO Box 4186

San Rafael, CA 94913

Attention: Betsy Swenerton BSwenerton@marincounty.org  
415 999-2717 C 415 473-6680

Subject: Mill Valley City Hall, MERA Equipment Room HVAC

We are pleased to offer the following proposal for the work for the above referenced project.

## **I. Project Clarifications:**

- A. No new load calculations or Title 24 is being done.
- B. No sound walls or walls, screens or enclosures that may need to be constructed to hide new equipment from view or noise per city requirements are included in scope of work.

## **II. Scope of Work:**

- A. Remove and replace the existing Eubank 2.5-ton wall mounted with a new Eubank wall mounted unit.
- B. Replace existing wall mounted Eubank unit with a new Eubank 2.5-ton wall mounted unit, including, but not limited to the following:
- C. Remove existing wall mounted Eubank unit
- D. Furnish and install new Eubank wall mounted unit in similar size and configuration as existing.
- E. Utilize existing electrical for new Eubank unit
- F. Add flashing around new Eubank unit to prevent weather/water intrusion if the unit does not match the existing Eubanks size/rough-in.
- G. Include all required hoisting/crane for new and removed equipment
- H. Crane/rigging/hoisting to take place during off hours so parking lot can be clear.

- I. HVAC contractor to employ temporary cooling for equipment room while HVAC unit is offline/being replaced.
- J. Access to work site is up four flights of stairs.
- K. Access to unit/roof is through existing opening in exterior wall, approximately 24" x 24". HVC contractor will have to remove and reinstall existing motorized exhaust fan to access roof.
- L. HVAC contractor to take measures to minimize dust in the Equipment Room and to diligently clean up after work is completed.
- M. Equipment includes a one year limited parts and one year labor warranty.

**III. Project Exclusions:**

- A. Permit.
- B. Sheet rock removal.
- C. Electrical.
- D. Air balance.
- E. Duct pressure test
- F. Roofing.
- G. Cutting, patching and painting, carpentry and framing.
- H. Any other items not listed above are not included in bid.
- I. Load calculations.
- J. Electrical, upgrades, power wiring and conduit.
- K. Low voltage wiring.
- L. Plumbing.
- M. Gas lines and piping.
- N. Overtime.
- O. Duct pressure testing.
- P. Refrigerant verification.
- Q. Structural engineering or supports.
- R. Mechanical Engineering.
- S. Mechanical Calculations.
- T. Seismic Calculations.
- U. Architectural sheet metal.

- V. Fire protection systems.
- W. Fire and life safety systems.
- X. Repair or warranty of existing equipment.
- Y. Remote annunciators for smoke detectors.
- Z. Wiring or smoke detectors for smoke/fire dampers.
- AA. Architectural sheet metal.
- BB. Access doors in finished surfaces.
- CC. Fire safing and caulking with exception included in contract.
- DD. Architectural Title 24 calculations
- EE. Identification, testing, removal or abatement of hazardous materials.

**IV. Pricing:**

- A. The price to perform work as described: ..... \$14,865.00

Prices quoted are firm for no more than 30 days from the date of quotation. Downing Heating & Air Conditioning guarantees our work for one year after completion of the project. Equipment is covered by and under the terms set by the manufacturer.

Payment terms are due upon receipt of invoice.

We hope this meets with your approval. Please call if you have any questions.

Sincerely,

Scott James, President

**TERMS AND CONDITIONS:**

1. Extra Work. Owners may request the Contractor to perform additional services or additional work. The cost to Owner for extra work or services shall be a mutually agreeable sum determined prior to performing the same, or, if there is no agreement, then the cost to the Owners shall be the added costs to the Contractor plus 10% for overhead and an additional 10% for profit, all payable at the time set forth above for final payment, or upon completion of such extra work, whichever is later.
2. Workers Compensation and Liability Insurance. Contractor shall maintain workers compensation and liability insurance as set forth on the Certificate of Insurance furnished to Owners.

3. All permits are the responsibility of the Owner. Contractor will provide all drawings and calculations needed to secure permits to owner upon request.

4. Disputes. In the event of any dispute or disagreement between the parties, they shall attempt to resolve the same by negotiation or mediation if possible. If not resolved, either party may demand binding Arbitration under the rules of the American Arbitration Association. The Arbitrator(s) shall have the power to award cost, including reasonable attorney's fees, as part of any award.

5. Warranty charges and freight charges apply to items returned under warranty.

**NOTICES:**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors State License Board, 3132 Bradshaw Road, Sacramento, CA 95827.

Any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to claim a lien against your property. To preserve these lien rights, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". This Preliminary Notice **is not a lien against your property**. Its purpose is to notify you of persons who might have the right to claim a lien if they are not paid. You may protect yourself by asking for and receiving, from the Contractor, Lien Releases showing that, from the funds paid by you as Owner, Contractor has paid those who might otherwise be entitled to claim a lien.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year set forth above.

Agreed to and Accepted By:

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ PO #: \_\_\_\_\_

*By agreeing to this proposal, you are authorizing Downing Heating & Air Conditioning, Inc. to perform the work as outlined above.*