

Bay City Mechanical Service, LLC  
870 Harbour Way South  
Richmond, CA 94804  
510.275.2298 CA Lic# 1035982



**PROPOSAL FOR SERVICES**

Bay City Mechanical, LLC. Proposal No. CK2024-47

American Indian Public Charter School  
Attn: Jason Perry  
171 12th Street  
Oakland, CA 94607  
Phone: 510-893-8701

May 14, 2024

E-mail: [jason.perry@aimsk12.org](mailto:jason.perry@aimsk12.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:** Kitchen Exhaust Fan Hood Installation

**Job Site Address:** 171 12th Street **City:** Oakland

**Area(s) Affected:** Kitchen in the Cafeteria

Base Project Amount:		\$	<b>29,997</b>	_____	See "Scope of Services" Attachment
Add Alternate(s):	1	\$	<b>12,534</b>	_____	Initial for acceptance
	2	\$	<b>6,199</b>	_____	Initial for acceptance
	3	\$	-	_____	Initial for acceptance
	4	\$	-	_____	Initial for acceptance
	5	\$	-	_____	Initial for acceptance
	6	\$	-	_____	Initial for acceptance

**Submitted By:**

*Celise Knox*

By \_\_\_\_\_

Account Manager \_\_\_\_\_

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 Bay City Mechanical, LLC.

**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

Bay City Mechanical is pleased to present this proposal to fabricate and install a sheet metal hood over the (2) existing warming ovens. The hood we will install is sized to accommodate (1) additional oven.

#### Scope of work:

- Perform preliminary jobsite safety inspection
- Isolate necessary electrical
- Core through concrete wall creating a 14" hole in between the 2 buildings
- Furnish and install (1) hood
- Furnish and install (1) 22 cfm inline fan
- Furnish and install Rio stat to control fan
- Furnish and install ducting
- Furnish and install grille and necessary water proofing
- Start up fan (Once electrical is complete)
- Verify operations
- Clean up work area and check out with customer

\*\*Alt-1: Alternate 1 is a Not To Exceed cost for mechanical engineering, drawings and permits.

\*\*Alt-2: Alternate 2 is a Not To Exceed cost for electrical work needed.

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.

Due to the recent shutdowns and vendor supply chain issues, please be advised that there are longer lead times for equipment and parts than usual. We will do our best to provide the most accurate lead time information possible but changes in pricing and delays are expected. We will update you accordingly. Pricing and lead time are only valid for 30 days.

Base Project Amount: \$ 29,997

## 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.