



Mesa Energy Systems, Inc.

Db a EMCOR Services Mesa Energy



AB841 CalSHAPE Assessment & Maintenance Pathway Professional Services

Presented to:

Redlands Unified School District

20 West Lugonia
Redlands, CA 92374

Prepared by:

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Introduction

We at Mesa Energy Systems, Inc. (an EMCOR Group company) would like to thank you for the opportunity to submit this application proposal to provide HVAC Engineering assessment services to support the AB841/CalSHAPE Program and HVAC Assessment & Maintenance Pathway. We believe that our proposed package would meet or exceed your maintenance, reliability, and energy savings goals.

For **REDLANDS UNIFIED SCHOOL DISTRICT**, this will include a detailed assessment and deficiencies report on each of the HVAC systems applied for. Additionally, provide documentation to support installation for new HVBAC filters (appropriate MERV rating), CO2 monitors, and HVAC contingency repairs. These measures will ensure that **REDLANDS UNIFIED SCHOOL DISTRICT** will have optimal air filtration and data around their indoor air quality (IAQ) for informed decision making around maintenance, repairs, and upgrades/replacements.

The total cost for assessment services, including applicable taxes is: **\$ 2,211,000**

Again, thank you for giving Mesa Energy Systems the opportunity to be of service. We look forward to the prospect of working with you and assisting you with your facilities' HVAC maintenance and upgrade needs. Feel free to reach out to us should you want to discuss anything further.

Sincerely,

EMCOR Services / Mesa Energy Systems

Conner Kisiel
Business Development

CC: Aaron Fletcher - Vice President Business Development

Detailed Site Grant Breakdown

School Name	Unit Quantity	Assessment Fees	Site Assessment Fees	Total SiteCost
Beattie Middle	92	\$92,000.00	\$10,000.00	\$102,000.00
Highland Grove Elementary	55	\$55,000.00	\$10,000.00	\$65,000.00
Judson & Brown Elementary	51	\$51,000.00	\$10,000.00	\$61,000.00
Citrus Valley High	170	\$170,000.00	\$10,000.00	\$180,000.00
Mission elementary	60	\$60,000.00	\$10,000.00	\$70,000.00
Relands eAcademy	10	\$10,000.00	\$10,000.00	\$20,000.00
Redlands East Valley High	265	\$265,000.00	\$10,000.00	\$275,000.00
Orangewood High (Continuation)	35	\$35,000.00	\$10,000.00	\$45,000.00
Redlands Senior High	255	\$255,000.00	\$10,000.00	\$265,000.00
Crafton Elementary	55	\$55,000.00	\$10,000.00	\$65,000.00
Cram Elementary	55	\$55,000.00	\$10,000.00	\$65,000.00
Franklin Elementary	58	\$58,000.00	\$10,000.00	\$68,000.00
Kimberly Elementary	53	\$53,000.00	\$10,000.00	\$63,000.00
Lugonia Elementary	44	\$44,000.00	\$10,000.00	\$54,000.00
Mariposa Elementary	44	\$44,000.00	\$10,000.00	\$54,000.00
McKinley Elementary	51	\$51,000.00	\$10,000.00	\$61,000.00
Mentone Elementary	54	\$54,000.00	\$10,000.00	\$64,000.00
Smiley Elementary	57	\$57,000.00	\$10,000.00	\$67,000.00
Victoria Elementary	60	\$60,000.00	\$10,000.00	\$70,000.00
Clement Middle	95	\$95,000.00	\$10,000.00	\$105,000.00
CopeMiddle	95	\$95,000.00	\$10,000.00	\$105,000.00
Moore Middle	92	\$92,000.00	\$10,000.00	\$102,000.00
Kingsbury Elementary	55	\$55,000.00	\$10,000.00	\$65,000.00
Arroyo Verde Elementary	51	\$51,000.00	\$10,000.00	\$61,000.00
Bryn Mawr Elementary	49	\$49,000.00	\$10,000.00	\$59,000.00

Scope of Work

HVAC Assessment Report

1. Mesa to generate a complete assessment of the HVAC systems and equipment on site. This report will be generated following the guidelines set forth in the CalSHAPE August document Section F. "HVAC Assessment Report."
2. This report will assist in determining what adjustments, upgrades, or replacements are warranted or recommended.

HVAC Maintenance

1. During the initial assessment of the HVAC systems, Mesa will test the system's capacity and airflow to determine the highest MERV rated filter that can be installed without adversely affecting the system.
2. Units with improperly operating economizers will be noted in the HVAC Assessment Report and addressed utilizing the 20% contingency fund.
3. Air balancing by qualified personnel will be implemented post filter upgrades.
 - a. The calculations will be based off estimated maximum capacity and generated by a Mechanical Engineering team.
 - b. This work includes measurements of the following to ensure code is met: Outdoor Air for minimum ventilation rates, readings of airflow at each outlet, building pressure, coil velocities and discharge air temperature, exhaust air volume,
 - c. Ensure OA and EA are separated to code and that the OA and EA are being removed as designed.
 - d. If the systems in place cannot meet the codes and ventilation rates set forth, it will be noted in the HVAC Assessment Report and addressed separately.
4. Any Demand Control Ventilation (DCV) systems in place shall be adjusted to operate at a setpoint of 800 parts per million (PPM).
 - a. If the system cannot reach the levels below 1,100 PPM, it will be adjusted to operate based on minimum OA Ventilation Rates, given if this change does not adversely affect the systems operation.
5. The following coil-related items will be inspected: coil condition, condensate drainage, cooling coil air temperature differentials (entering and leaving dry bulb), heat exchanger operation, and drive assembly.
 - a. If the parts listed above are not functioning properly, they will be noted in the HVAC Assessment Report and addressed separately utilizing the 20% contingency fund.
6. Control sequences will be inspected to ensure that the unit is operating properly in regard to ventilation, temperature, and humidity conditions.
 - a. Any deficiencies found in system or equipment parts will be noted in the HVAC Assessment Report and addressed separately utilizing the 20% contingency fund

Inclusions and Exclusions

Checked items below are included in this proposal; non-checked items are excluded.

Engineering, Permits & Bonds			
Mechanical Engineering	<input type="checkbox"/>	Structural Engineering	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	Plan Check Fees	<input type="checkbox"/>
Mechanical Permits	<input type="checkbox"/>	Electrical Permits	<input type="checkbox"/>
Structural Permits	<input type="checkbox"/>	Street Closure Permits	<input type="checkbox"/>
Performance Bond	<input type="checkbox"/>	Architectural Drawings	<input type="checkbox"/>
Rigging and Specialty Rentals			
Rigging	<input type="checkbox"/>	Scissor Lift as Required	<input type="checkbox"/>
Helicopter	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Additional Services			
Comfort Air Balance	<input type="checkbox"/>	Certified Air Balance	<input checked="" type="checkbox"/>
Water Balance	<input type="checkbox"/>	Certified Water Balance	<input type="checkbox"/>
Recover Refrigerant Per EPA Guideline	<input type="checkbox"/>	Dispose of old Equipment	<input type="checkbox"/>
Project to be Performed at the Below Listed Times			
Normal Business Hours (M-F 7 am to 5 pm)	<input checked="" type="checkbox"/>	Overtime (non-Normal Business Hours)	<input type="checkbox"/>
Normal Hours and Overtime	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Specialty Trades			
Electrical	<input type="checkbox"/>	Abatement	<input type="checkbox"/>
Framing of Curbs & Openings	<input type="checkbox"/>	Duct Cleaning	<input type="checkbox"/>
Re-roofing	<input type="checkbox"/>	Seismic Upgrades	<input type="checkbox"/>
Insulation of New Ducting (As Required)	<input type="checkbox"/>	Insulation of New Piping (As Required)	<input type="checkbox"/>
Coring	<input type="checkbox"/>	X-Ray Prior to Coring	<input type="checkbox"/>
Project Completion			
Start Up and Commissioning	<input type="checkbox"/>	Factory Start Up	<input type="checkbox"/>
Operation & Maintenance Manuals	<input type="checkbox"/>	As Built Drawings in electronic format	<input type="checkbox"/>
Additional Components			
New CO ₂ Monitor	<input type="checkbox"/>	EMCOR Retains All Salvage Rights	<input type="checkbox"/>
Smoke Detectors in Supply Duct	<input type="checkbox"/>	Smoke Detectors Return Ducts	<input type="checkbox"/>
Warranties			
90-Day Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		
One (1) year Labor and Materials from Date of Beneficial Use	<input checked="" type="checkbox"/>		

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

REDLANDS UNIFIED SCHOOL DISTRICT 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

REDLANDS UNIFIED SCHOOL DISTRICT 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 REDLANDS UNIFIED SCHOOL DISTRICT 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.

COVID-19

This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

Terms and Conditions

1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
8. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.
14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.
16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

Project Cost

The total cost for assessment services, including applicable taxes is: **\$ 2,211,000**

This proposal, scope of work, and pricing is valid for 30-days from the date of this proposal.

Payment Terms

50% Mobilization due net upon District's receipt of 50% Grant Check from the State Controller.

Remaining balance paid via progress billings due net 30-days. Progress billing will not be dependent upon the receipt of additional progress checks from the State Controller.

Agreement Execution

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

Customer Acceptance:

Signature

Jason Hill

Printed Name

Asst. Superintendent, Business Services

Title

Date _____

Mesa Energy Systems Inc:

Signature

Printed Name

Title

Date _____