



OFFICE:

1968 Essex Ct.
Redlands, CA 92373-8008
(909) 478-5633 FAX (909) 478-5637

BID CONTRACT

No. 2023062063

Bill To: City of Chino
Bill to Address: 13220 Central Avenue
Chino, CA 91710

Job Name: Chino Police Department
Job Address: 5450 Guardian Way
Chino, CA 91710

Contact Name: Dennis Ellis

This work or price does not include detection, abatement, encapsulation, or removal of asbestos or products, materials or equipment containing asbestos.

SCOPE OF WORK: Replace Compressor-2 in Chiller-2

On a recent service visit our technician found Compressor-2 in chiller-2 was covered in condensation, no power to the compressor board, deficient transformer, power inverter, soft start board and the motor cooling valve is leaking by causing the compressor to accumulate condensation on the housing and blown fuses and should be replaced.

Our proposed scope of work is as follows:

1. Secure power and lock/tag out for safety.
2. Remove deficient compressor.
3. Install new compressor and connect all related electrical wiring.
4. Restore power and make all necessary adjustments.
5. Perform start and test to verify proper operations.

Notes:

- *All work is to be performed during normal business hours.
- *Anything not listed in the above scope will require a separate proposal.

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: 3132 BRADSHAW ROAD, SACRAMENTO, CA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CA.

The total price of this work is \$47,435.00 including all taxes. Terms of payment, unless modified are: \$0.00 down payment and the balance due upon receipt of invoice.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Allison Mechanical, Inc. will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Allison Mechanical, Inc. reserves its right to seek an excusable extension of time if Allison Mechanical, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Allison Mechanical, Inc., we intend to seek additional costs associated with the suspension.

Allison Mechanical, Inc. extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up date. Allison Mechanical, Inc. guaranties all repaired material, parts and labor for a period of 90 days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein

Your signed acceptance of this agreement within 30 days from June 20, 2023, shall, upon acceptance of the Seller, constitute a Contract to perform the work described above, including all terms and conditions contained herein. Seller shall be defined to mean Allison Mechanical, Inc. or it's assigns. Buyer shall be defined to mean the Owner/Agents, Builder, Architect, lessees, or any person acting on behalf of any of the foregoing.

Prepared in duplicate this Tuesday, June 20, 2023

Accepted For Buyer:

Prepared for **ALLISON MECHANICAL, INC.**

By: _____

By: Pete Paluzzi, Regional Account Manager

Name/PO#: _____

Accepted For Contractor:

Date of Acceptance: _____

By: _____

General Terms and Conditions

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. **Allison Mechanical, Inc.** agrees to maintain in full force and effect a Workmen's Compensation insurance policy and a Comprehensive Liability Insurance policy in substantial amount to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence or method of its work occasioned as a consequence of said encounter.
5. **Allison Mechanical, Inc.**, extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. Allison Mechanical, Inc. guarantees all repaired materials, parts and labor for a period of 30 days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.

Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
6. **Allison Mechanical, Inc.** agrees that for a period of thirty days following the initial operation of the installation, it will replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects other than items furnished by Seller is not included as part of this agreement.
7. **Allison Mechanical, Inc.** shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
8. This agreement shall not be binding until duly accepted by an authorized officer of Allison Mechanical, Inc. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth and in no event shall any claims be made by either party against the other for consequential damages.
10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.
11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including, but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns, strikes, union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.

If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials, or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.

In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess.

12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.

13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by other. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part to do so.

15. Seller may suspend further performance under this Bid Contract upon three days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.

16. This contract is entered into upon the understanding that in the prosecution of any work herein specified, Seller will be allowed sufficient time for performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor, require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.

17. It is agreed that Buyer is to provide without cost to Seller: proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.

18. Any loss or damage to Seller's work, material or equipment occurring at the site of the project occasioned by fire, flood, windstorm, riot or civil commotion shall be protected by Builder's Risk, insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.

19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor or other person contracting with the Seller in this Bid Contract, shall give Seller an unqualified instructions to proceed with the work upon their responsibility to compensate Seller therefore as an extra.

20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under the Bid Contract with or without notice to the Buyer herein.

21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms and conditions of the Bid Contract shall govern.

22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder. Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.