

BESP, LLC
138 E. La Vieve Ln
Tempe, AZ 85233
Tel: (602) 377-2679 Fax: (480) 629-5645
sameerpandey@besp.us
www.besp.us



April 26, 2017

Robert Jacobson
Director of Support Services
Laveen Elementary School District
4141 West McNeil Street
Laveen, AZ 85339

Ref: HVAC unit at Cheatham Elementary School- Laveen ESD

Dear Mr. Jacobson,

As we understand, a 5 ton unit serving room 151 at Cheatham Elementary School has failed. The unit is fifteen (15) years old, and has a failed compressor and an outdoor fan motor. We recommend that the unit be replaced.

The district has received three (3) quotes for replacement. We recommend the project be awarded to Pueblo Mechanical for the lowest quoted price of \$10,478.95

BESP's fee: \$1,750 (includes inspection & weight verification letter)

Please let us know if you have any questions or need clarifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Sameer R Pandey".

Sameer R Pandey PE (Mech), CEM, LEED
Principal Engineer, BESP

Attachments:

- 1) Quote from Pueblo
- 2) Quote from Haci
- 3) Quote from Tolin

PROPOSAL - Cheatham Elem Office 5 Ton

**HARD BID SELECT
LIST**

PMC Proposal #:OPS0000453

From: Pueblo Mechanical and Controls, Inc.

Date: 04/25/2017

Attn: Elmo Valdez
Laveen Elementary School District #59
PO BOX 29
Laveen, AZ 85339

Dear Elmo,

Pueblo Mechanical and Controls appreciates the opportunity to look at this project and is pleased to provide the following scope for Cheatham Elem Office 5 Ton .

Scope of Work:

- Lock out and tag out existing unit to make safe for demo.
- Disconnect electrical, condensate, and controls.
- Demo and environmentally dispose of unit.
- Provide and install new curb adapter.
- Provide and install new 5 ton Trane package unit:
 - Model # WSC060H4R0A
 - 460 volt 3 phase
 - Economizer
 - CO2 sensor (requires economizer)
 - Hail guard
 - Heat pump
- Connect new unit to existing electrical.
- Provide and install new disconnect, whip, and wire.
- Provide and install new p-trap and condensate line to existing termination.
- Climatic to provide all required control work.
- Crane and rigging as required.
- Start up and test for proper operation.
- 2 year parts and labor warranty.

We Exclude The Following:

- Repair or replacement of any existing device found to be inoperable.
- There is a 3.2% fee associated with our accepting credit cards for payment.
- Engineering, permits and fees.
- Chemical Treatment or Glycol for water based systems, this service is assumed to be by clients provider.
- Roofing, painting, and patching.

ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS

6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24th Avenue, Phoenix, AZ 85029

Office - (800) 840.9170 • Fax - (888) 473-4374

www.pueblo-mechanical.com

AZ LIC: CR-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: CR-74 # ROC260462



Pueblo

Mechanical &
Controls, Inc.

(800) 840-9170

- Pueblo Mechanical and Controls Inc. shall not be held liable for existing code deficiencies requiring correction by an inspecting agency.
- Asbestos abatement, testing, reporting.
- Any work not included in scope of work listed above.

Material, Service, & Labor Subtotal:	\$	10,004.06
MRRA AZDOR Mandated approximate applicable taxes	\$	474.89
Bonding:	None	\$ 0.00

Total Cost:	\$	10,478.95
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We look forward to providing this important service please call if you have any questions.

Best Regards,

Ross Risano
HVAC Solutions
Pueblo Mechanical & Controls, Inc.
Cellular: (520) 404-1702
ross@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name

Signature

Date

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

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Date: 4/24/17
Customer: Laveen Elementary School District
Contact: Elmo Valdez
Address: 4725 W. South Mountain Avenue
City, State: Laveen, AZ 85339

Scope of Work Description: Replace Existing 5 Ton American Standard Heat Pump with NEW 5 Ton Trane Heat Pump at Cheatham Elementary School

HACI will perform the following:

- Provide demo and disposal of existing 5 Ton American Standard Heat Pump equipment per EPA requirements
- Provide and install (1) new Trane 5 ton Heat Pump Model 4WCZ6060-4000
- Provide and install motorized damper with CO2 sensor
- Provide and Install NEW Electric Disconnect connecting existing electrical supply to NEW Disconnect
- Reconnect to existing condensate piping
- Provide and Install Curb Adapter
- Provide crane and rigging to set NEW Trane Heat Pump on Curb Adapter
- Provide start up and test of new equipment
- Proposal includes two year warranty and sales tax

EXCLUSIONS:

- Premium labor
- Permit, bond, construction documents
- Any item not specifically included above
- Any unforeseen delay
- Structural engineering
- Weight and verification letter



All employees of HACI Service have completed the DPS background investigation and have been given their DPS cards allowing them access to work on school grounds during school hours if needed

Thank you for allowing HACI the opportunity to quote the above project, we value our reputation, and customer relationships. Therefore should you have any questions please do not hesitate to call me anytime.

Total:

\$13,915.00

Regards,

Rick Wagner
Job order Contracts Sales Manager

HACI Service, LLC.
Mobile: 602-723-0952
rwagner@hacimechanical.com

ROC B-01 # 257479, ROC # 200617, ROC # 200618, ROC # 200619, ROC # 200620

Job Number

Registered Quotation Number

Presentation Date

Page Number

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April 25, 2017

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***Proposal to Replace HP
at Cheatham Elem. School***

BY AND BETWEEN

Tolin Mechanical
3901 East Roeser Road
Phoenix, AZ 85040

Laveen ESD #59

Prepared By: Joe Knies

Project Sales Engineer

Tolin Mechanical Systems

Phoenix, AZ

Rev-0

PROJECT DESCRIPTION:

Tolin Mechanical is pleased to provide the following proposal for the removal and replacement of (1) rooftop package Heat Pump at this school. Existing units is over 15 years old.

OUR PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

1. Investigate site conditions, determine proper crane sizing and access
2. Review project timeline and layout with customer.
3. Disconnect ductwork, elect service from extg ACUs
4. Remove and haul away using crane
5. Provide and install new Trane 5 ton HP model WSC060 to match existing
6. CO2 sensor included
7. Automatic 100% OA economizer included as ADD ALT
8. Provide and install curb adapter
9. Provide new duct transition
10. New disconnect for electrical service
11. Re-connect Thermostat wire
12. Tolin to start up and check for proper operation of the system.
13. Warranty: 1 year Parts and Labor for equipment and materials after successful start-up

PRICE to match existing HP (min OA damper).....\$ 9,780.00

Price to include CO2 sensor and 100% OA economizer.....\$ 10,795.00

CLARIFICATIONS:

1. This proposal **includes sales tax** in accordance the new Arizona Tax Law that has been in effect since January 1, 2015.
2. Work to be performed during regular hours, 7-4 M-F

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. New Thermostat
2. New controls wiring or programming
3. Engineering calculations, PE stamp, approval or inspections
4. Permits, bonds and Inspection Fees
5. Roofing work, not anticipated
6. Modifications to existing electrical system such as new panels, MCC's, transformers, etc.
7. Integration to Building Automation System, if existing
8. Concrete coring, cutting, patching, painting
9. Structural modifications
10. Sheetrock cutting, patching, painting
11. The scope of this proposal does not include the checkout, replacement or service of any other components of the mechanical system that are not specifically listed in this proposal



Job Number

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April 25, 2017

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NOTE: Customer changes and unforeseen site conditions during this project may result in change orders and a subsequent increase in the price of this proposal as well as delays in the progress of the project. Tolin Mechanical, at its discretion, may stop project work until a reasonable agreement has been reached to accommodate said changes.

"This Agreement is the property of Tolin and is provided for the Customer's use only. Tolin guarantees the price stated in this Agreement for thirty (30) days from the proposal date."

Tolin Mechanical

Joe Knies

602.326.1675

Project Sales Engineer

Title

Print Name and Title

2/20/2017

Date

Date

CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF TOLIN'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Tolin until the customer has paid the total price in full, and if the customer should fail to make any payment to Tolin as the same becomes due or the customer fails to perform any other obligation under this contract, Tolin may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Tolin warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Tolin warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Tolin has good title thereto. Tolin does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Tolin's suppliers or the manufacturers of the materials and equipment. Tolin will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL TOLIN BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Tolin and its employees. The customer shall carry All Risk Property Insurance to the full value of the materials and equipment and name Tolin as an Additional Insured to the extent of its interest.

The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Tolin a Certificate of Insurance providing General Liability and Independent Contractors Liability with minimum limits of \$500,000.00 per occurrence for Bodily Injury and Property Damage.

5. Tolin will maintain General Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Tolin will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Tolin's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only.

If Tolin is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Tolin shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Tolin ten (10) days written notice of the specific deficiencies, the customer may have someone else complete the performance but Tolin's liability shall be limited to what it reasonably costs the customer to obtain completion of Tolin's obligations under this contract. If Tolin fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Tolin ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Tolin or if the Project should be stopped for a period of thirty (30) days by Tolin for the customer's failure to make payment thereon as provided in Paragraph 1, then Tolin may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. 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 or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Tolin in operation until the customer has approved and accepted same and paid Tolin the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Tolin, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Tolin.