

Staff Report

Date: December 26, 2024

Subject: Kitchen Remodel and Grease Trap

Attachments: (1) Patton (2) New England Sheet Metal

Background: As a condition of the lease agreement the Tulare Local Healthcare District agreed to kitchen repairs and the installation of a new grease trap at the existing hospital. This project is necessary to fulfill that agreement. RFP was published for public view to gain more bids in the Visalia Times Delta on 9/22/2024.

Ledger: ✓ = Recommended C = Meets Criteria NC = Does not meet criteria NR = No Response

	CONTRACTOR	STATUS	TOTAL COST
	American Incorporated	NR	
✓	Patton	С	\$432,415.00
	T.P. Thomas	NR	
	New England	С	\$449,900.00
	J. Noble Binns	NR	
	Strategic Mechanical	NR	
	HSP	NR	

The information presented in this report has been gathered/produced by District staff, and reviewed by/with the following consultant(s):

☐ Legal Review☐ Financial Review☐ Other: Vanir



BID PROPOSAL PAGE 1 | 2

2024335_Adventist Health Tulare Hospital Kitchen Refresh (PRIME PROPOSAL) November 15, 2024 1 page (s) total, including this sheet

Bid Price herein based on plans "7/08/24 – Backcheck O Response," scope of work itemized below:

INCLUSIONS:

- All required Demolition, removal, safe-off and haul away shown on the plans
- All domestic plumbing work shown on the plans consisting of the following:
 - New grease system complete, with all required excavation and backfill
 - Removal of asphalt and concrete for all areas shown
 - Patch back of all required asphalt and concrete complete
 - All required modification to the new sewer systems as shown
 - o Infill of old grease trap abandoned in place
 - All fixtures listed on the plumbing sheets as scheduled
 - Disconnect and reconnect of all fixtures involved with the new systems
 - Removal and reinstallation of all new continuous waste and drain piping inside building as shown
 - Removal of existing floor sinks as shown
 - Seismic bracing as shown on the plumbing drawings is included
 - Final points of connections to the existing systems are included
- Removal and replacement of all doors, windows and glazing as shown on the drawings
- Stenciling of all firewalls as described on the plans
- Phasing as described on the drawings is figured
- Floor and wall protections as described are included
- All coring for install and removal is figured
- All required project management and general construction duties are included
- All work is scheduled during normal business hours, Monday -Friday from 7am to 4pm
- The total price is intended to complete all work as shown on the bid set as a prime bidder
- Barricades at floor openings are included (No trench covers included)
- Work assumed to commence and be complete prior to 3rd Quarter 2025
- Pricing and approach subject to mutually agreed upon construction schedule



BID PROPOSAL PAGE 2 | 2

EXCLUSIONS:

- Overtime, shift and after hour or Holiday work
- Engineering or calculations of any kind are not included
- Kitchen Equipment not shown to be replaced is figured to be reconnected and reused
- Deviations in pipe routing caused by unforeseen underground obstructions
- Trench cover plates
- Any work required, but not indicated on the plans
- IOR (Provided by owner)
- Special inspections (Provided by owner)
- Structural supports and calculations
- Performance or Bid Bonds
- Plan Check or Permit fees

TOTAL COST:	\$432,41 <u>5</u>	
ADDED BOND AMOUNT IF REQUIRED.	\$7 265	



2731 S. Cherry Ave. Fresno, CA 93706 (559) 268-7375 www.nesm.com

November 15, 2024

To:

Vanir

Attention:

Mac McDonald

Subject:

Tulare Local Healthcare District

Kitchen Grease Trap Project

PROPOSAL LETTER

In response to your invitation to propose on the subject project, New England Sheet Metal and Mechanical Co. is pleased to offer the following:

PROPOSAL AMOUNT: \$449,900

Materials:

\$ 66,400

Labor:

\$229,600

\$ 61,800

Equipment: Subcontractors:

\$ 92,100

Scope Inclusions:

- Demo and remove three (3) hollow metal doors.
- Furnish and install three (3) 45-minute fire-rated hollow metal doors. 2.
- Furnish and install Pilkington Pyrostop or equal glazing. 3.
- 4. Furnish and install the following:
 - a. Plumbing per plumbing drawings P100, P101, P200, P300, P400, and P500.
 - b. One (1) 2,000-gallon grease interceptor.
 - c. One (1) sample box.
 - d. Associated underground sewer piping, including trenching, backfill, and shoring.
 - e. New grease waste and sewer piping as shown.
 - f. New floor sinks, rotary sink drains, and indirect drains, as shown.
 - g. Seismic bracing, fire caulking, and pipe ID.
- Perform plumbing demolition as shown, including concrete asphalt saw cutting, breakout, and 5. removal.
 - a. Saw cut and remove one (1) existing floor sink.
 - b. Core drilling and scanning for floor sinks and walls.
- Furnish and install concrete and asphalt patch as shown. 6.
- 7. Provide dust/infectious control measures.

Corporate Office: P.O. Box 27409, Fresno, CA 93729

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Project: Tulare Local Healthcare District – Kitchen Grease Trap Page 2 of 3

Subcontractor Listing:

Scope		Subcontractor	Location	License	DIR	
1.	Demolition, Coring,	Kroeker, Inc.	Fresno, CA	621866	1000006246	
Concrete & Asphalt Patch						
2.	Doors & Hardware	Tarlton and Son, Inc.	Fresno, CA	342341	1000004368	
3.	Glass Installation	The Glass Shop	Visalia, CA	879788	1000009810	

Clarifications:

- 1. All work will be performed in accordance with the attached Exhibit A: General Terms and Conditions. This Proposal Letter, including all attachments, shall be incorporated into any agreement entered into.
- 2. Contractor warrants that all materials and equipment furnished shall be new unless otherwise specified and that all work will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects for a period of one (1) year from the date of completion.
- 3. Builder's Risk Insurance is not included.
- 4. Contractor reserves the right to negotiate any subcontract agreement.
- 5. Payment and performance bond is **NOT** included. Add **0.45%** if bonds are required.
- 6. Exclusions:
 - a) HVAC or mechanical work of any kind.
 - b) Electrical work of any kind, including wiring, conduit, motor starters in MCC's, etc.
 - c) Fire Alarm work of any kind.
 - d) Fire Protection work of any kind.
 - e) Abatement/hazardous waste removal of any kind.
 - f) Premium time. All work to be performed during normal working hours.
 - g) Extended warranties beyond specification requirements unless noted otherwise. All warranties to begin at the time of owner requested/approved request for start-up.
 - h) Permits and fees of any kind.
 - i) Design/Engineering related activities and/or responsibilities of any kind.
 - i) BIM or 3-D clash detection.
- 7. Addendum No. 1 and 2 were reviewed and incorporated into this proposal.
- 8. DIR Registration No. 1000001449.
- 9. California License Number 433674: A, B, C4, C20, C36, C38, C43
- 10. New England Sheet Metal and Mechanical Co. is a California Corporation.
- 11. NESM's Mailing address: P.O. Box 27409, Fresno, CA 93729
- 12. NESM's Business address: 2731 S. Cherry Ave., Fresno, CA 93706
- 13. This proposal is valid for 45 calendar days.

Thank you for the opportunity to submit this proposal. If you have any questions, please contact Joshua Wilkinson at 559-268-7375.

NEW ENGLAND SHEET METAL AND MECHANICAL CO.

Joshua R. Wilkinson, MSCM

Vice President

Attachments: Exhibit A - General Terms and Conditions

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Project: Tulare Local Healthcare District – Kitchen Grease Trap Page 3 of 3

Exhibit A: General Terms and Conditions

- 1. New England Sheet Metal and Mechanical Co. reserves the right to request and receive financial data to support the Contractor's and owner's ability to make timely payments for our work and will not start our scope of work until we have received evidence, to our satisfaction, that there are sufficient funds set aside to pay for the work performed by New England Sheet Metal and Mechanical Co.
- 2. New England Sheet Metal and Mechanical Co. reserves the right to suggest and make contractual changes to any future contract or subcontract documents. New England Sheet Metal and Mechanical Co. has the right to a copy of all contract documents between the Owner and Contractor that may affect our work.
- 3. This proposal includes costs for insurance policies: General Liability (2 million/4 million) and Automotive (1 million) with additional insured as requested along with standard Worker's Compensation (1 million) coverage. Builder's risk insurance coverage (All Perils/Earthquake/Flood, etc.) for our scope of work is not included. New England Sheet Metal and Mechanical Co. shall be named as additional insured on the Contractor's policy with maximum deductible losses for New England Sheet Metal and Mechanical Co. at an aggregate of \$5,000. Additional coverage or any payment of deductibles may be at an extra cost.
- 4. The duty to indemnify shall not extend to the acts of willful misconduct or sole negligence, active or passive, on the part of the Contractor, Owner or anyone associated with them.
- 5. Parties shall make efforts to resolve disputes through utilization of a mutually agreed upon Dispute Resolution Process prior to pursuing a court action. Should either party to this agreement bring suit in court to enforce the terms of this agreement, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
- 6. Monthly payments are as agreed to in the executed contractual documents or as follows; Payment for services rendered by the 15th of each month for 100% of all work performed during the preceding month. Final payment to be made within 30 days after completion and acceptance of our scope of work. Late payments shall incur an interest charged by law along with prompt payment penalties, or at a minimum rate of eighteen percent (18%) per annum on past-due accounts.
- 7. No contractual obligations shall limit the Contractor's responsibility for safety and a safe place to work under applicable laws and regulations, or require New England Sheet Metal and Mechanical Co. to assume Contractor's responsibilities.
- 8. New England Sheet Metal and Mechanical Co. shall be equitably compensated for additional verified costs it incurs as a result of delays (or accelerations) caused by the acts or omissions of the Owner, Contractor, or its other Subcontractors or the Suppliers to any of them. New England Sheet Metal and Mechanical Co. shall not be assessed damages during any delay in the completion of the work caused by acts of God, acts of the public enemy, acts of Owner, Owner's agents, the State Of California, Local County, Local City, any applicable utility district, any railroad, acts of other public utilities, strikes and unusually severe weather conditions which preclude performance of the work; delays resulting from war or national or local emergencies; or delays of New England Sheet Metal and Mechanical Co.'s suppliers due to such caused, or the owner of a utility to provide for removal or relocation of utilities.
- 9. If hazardous or similarly classified material or a change in site/project conditions is encountered, New England Sheet Metal and Mechanical Co. will cease all operations and the Contractor and/or Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous or a change in site/project conditions that are encountered shall be considered as extra work for New England Sheet Metal and Mechanical Co. regardless of payment for such work made to Contractor by Owner.
- 10. If unsuitable ground conditions are encountered, owner will determine the nature and extent of such soil conditions and will recommend the extent of remediation. Yielding sub soil, over optimum moisture, hazardous material, and rock (unable to be excavated with a Caterpillar 446 Backhoe) shall be defined as unsuitable ground conditions. Unsuitable ground conditions shall be considered as extra work to New England Sheet Metal and Mechanical Co.
- 11. All contractual correspondence and payments shall be directed to our Corporate Office at PO Box 27409, Fresno, CA 93729-7409 (Overnight: 525 W. Alluvial Avenue, Ste. C, Fresno, CA 93711).
- 12. "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 Register of the board, whose address is: Contractors State License Board, 9835 Goethe Road, PO Box 26000, Sacramento, California 95826." New England Sheet Metal and Mechanical Co.'s California Contractor's License No.: 433674.