



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

September 7, 2018

Owner: Tulare Regional Hospital
Subject: Final equipment proposal
Location: 869 N Cherry St. Tulare, CA 93274

Mr. Blitz,

We are proposing to pre order the final equipment for your facility, to include the final chiller, medical air compressor, steam generator, medical vacuum pump and the chilled water pumps/ VFDs. Below we have listed the equipment and the standard lead times along with the OSHPD certification #.

- Chiller
 Lead time: 12 Weeks
 OSHPD# :0383-10
- Pumps and VFDs
 Lead time: 4-6 weeks
- Steam Generator
 Lead time: 6-8 weeks
- Vacuum pump
 Lead time: 4-6 weeks
 OSHPD#: 0322-10
- Medical Air compressor
 Lead time: 4-6 weeks
 OSHPD #:0291-10

TOTAL TO PROVIDE THE ABOVE EQUIPMENT:	\$708,600.00
Discount for engineering services on this project	-\$ 40,000.00

Total price to purchase the equipment	\$668,600.00
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Please Note:

Equipment included in this proposal is based on best information available regarding existing equipment, estimated applicable demand and loading, and sound engineering practice.

The equipment is complete with OSHPD Special Seismic Certification Preapproval Numbers where required by code; this is applicable to: Chillers, Medical Gas and Vacuum Systems, Electrical Switchgear and switchboards, Electrical panel boards, and Electrical control panels. New England Sheet Metal and Mechanical will not be responsible for changes in scope or additional requirements imposed by Tulare Regional Medical Center after acceptance of this proposal. If there are changes after acceptance adjustments to our contract may become necessary.

Corporate Office: P.O. Box 4287, Fresno, CA 93744

~ California License No. 433674 ~ Equal Opportunity Employer ~

Exclusions:

- Anything other than the stated equipment within this proposal

Additional Conditions

- All pre-existing conditions are considered extra
- No work will be scheduled until all proper documentation is received by this office (i.e. credit approval, signed contract)
- 50% of the quoted amount will be invoiced once all equipment has been ordered

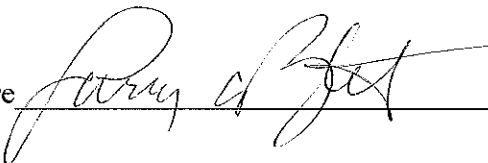
Best Regards,

Matt Grabowski
Service Sales Manager
Mgrabowski@nesm.com
(559) 779-5814

Acceptance

Print Name Harry A. Blitz

Title CEO

Signature 

Date 9/11/18

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 P.O. Box 4287, Fresno, CA 93744-4377 (Overnight: 1210 W. Olive Avenue, Fresno, CA 93728).
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, P.O. Box 26000, Sacramento, California 95826." New England Sheet Metal and Mechanical Co.'s California Contractor's License No.: 433674.