

Region: 5

Location: VA048

CSS #: 31042

Maximo Work Order No.: 14389

Asset #:

Date Issued: 7/9/21

Original Description: AC in OMS shop is out. Will says it keeps tripping the breaker. Need O&A to replace the AC

Repairs Needed:

Labor, materials, and equipment to install a wooden safety platform on top of cage for safe demo, lockout/ tagout power to system, recover remaining refrigerant, disconnect and remove existing equipment, cap off old burner flue and abandon in place. Will then set new equipment into place and reconnect to existing high voltage wiring, low voltage wiring, ductwork and condensate drain piping. Then install new refrigerant piping, new electrical connections for indoor unit, and install digital programmable thermostat.

RS Means Line Buildup and Labor Summary (Data Version 2017, Q4):

Quantity	Line Item Number	Description	Labor Hours	Labor Rate/Hr	Materials	Equipment	Total
--	NA	Materials (see detail attached)	--	--	\$8,668.00	--	\$8,668.00
--	NA	Colonial Webb Labor (includes diagnostic)	90	\$83.92	--	--	\$7,553.00
--	NA	TW Coordination	4	\$80.00	--	--	\$320.00

Estimate Summary:

Labor Hours	Labor Cost	Material Cost	Equipment	Total Cost	CE Factor	Total Estimate
94	\$7,873.00	\$8,668.00		\$16,541.00	106%	\$17,533.46

PROPOSAL



DATE: July 9, 2021
SUBMITTED TO: Gabby Mascelli
("Customer") Tidewater Inc.
1741 E Belt Blvd.
Richmond, VA 23224

PROJECT: AMSA Shop Split System Replacement
ID#: 2021-15,130
PHONE: 410-688-0142
EMAIL: gabrielle.mascelli@tideh2o.net

Customer has provided ColonialWebb Contractors Company ("ColonialWebb") with the following Project Criteria:

Customer has requested a quote to replace the failed split system serving the AMSA Shop.

Based on Customer's Design Criteria, ColonialWebb Contractors Company ("ColonialWebb") proposes to provide the following Scope of Work (the "Scope of Work" or "Work") for the Project:

- ✓ Furnish and install a wooden safety platform on top of cage for safe demo and install of system.
- ✓ Lockout/Tagout Power to System.
- ✓ Recover remaining refrigerant.
- ✓ Disconnect and remove existing equipment.
- ✓ Cap off old burner flue and abandon in place.
- ✓ Set new equipment into place and reconnect to existing high voltage wiring, low voltage wiring, ductwork, and condensate drain piping modifying each as necessary to accommodate.
- ✓ Furnish and install new refrigerant piping.
- ✓ Furnish and install new electrical connections for indoor unit.
- ✓ Install new digital programmable thermostat.
- ✓ Start and test operation.

PROJECT SPECIFIC CLARIFICATIONS:

The following clarifications supersede any conflicting provisions in the Standard General Terms and Conditions.

1. "Same for Same" replacement; no engineered drawings or load calculations are included in this proposal.
2. Pricing assumes re-use of the following:
 - a. Ductwork other than transitions for supply and return to new AHU's.
 - b. Outdoor Electrical Disconnects
3. Pricing assumes CWC will be able to go inside cages during the duration of the work.
4. This project will be performed during normal business hours.

STANDARD CLARIFICATIONS:

1. As you are aware, the world is experiencing a pandemic as it relates to the COVID-19 ("Coronavirus"). This health emergency has the potential of impacting multiple facets of the Project including, but not limited to: labor, personnel, manufacturing, equipment, materials, transportation and related supply chains, which have the potential to adversely impact the critical path of the Project Schedule. These potential, unusual and unavoidable, delays, which are outside of the control of CWC and cannot be anticipated, have been specifically excluded from our bid/proposal.
2. Please refer to Exhibit A for exclusions.
3. Prices are valid for fourteen (14) days from the date of this Proposal.
4. ColonialWebb's Work hereunder is contingent upon ColonialWebb's review and acceptance of Customer's credit history and financial capacity to make payments.
5. ColonialWebb makes no representations regarding the sufficiency of the Customer's Design Criteria and shall not be responsible for any lack of performance of the systems, equipment or materials set forth in Customer's Design Criteria or any negative impact of the Scope of Work on existing building systems or conditions.
6. This proposal may contain recommendations of products or services to lessen the risk of spreading infectious disease through HVAC Systems. At this time, no products or service can guarantee or substantiate claims to eradicate the SARS-CoV-2 virus or the disease COVID-19. Our recommendations are based on the understanding of infectious disease control in general and, more specifically, the ASHRAE Position Document on Infectious Aerosols dated April 14, 2020. ColonialWebb hereby disclaims any and all warranties of any kind, whether express, implied, or statutory, as to the efficacy of such products or services to reduce the risk of spread of infectious disease.



PROPOSAL



Equipment and Materials Price:	\$	8,668.00
Labor Price:	\$	7,553.00
Total Base Proposal:	\$	16,221.00

PAYMENT TERMS:

20% of the Total Base Proposal will be billed upon Proposal approval (for projects over \$10,000). Balance to be billed upon completion or in monthly progress billings, as applicable. Net 30 Terms, Remainder of Article 4 Payment terms and conditions apply.

ColonialWebb's Standard General Terms and Conditions are attached and are hereby made a part of this Proposal.



PROPOSAL



Juan Ramonet
Strategic Account Manager
703-258-5820
Juan.Ramonet@ColonialWebb.com

Accepted By:

Signature

Printed Name

Title

PROPOSAL



FERGUSON HVAC
2511 BRITTONS HILL ROAD
RICHMOND, VA 23230-4109

Phone: 804-353-2242
Fax: 804-353-2416

Deliver To:
From: Michael A Naef
Comments:

13:02:26 JUL 01 2021

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FERGUSON ENTERPRISES HVAC #461

Price Quotation
Phone: 804-353-2242
Fax: 804-353-2416

Bid No: B515881
Bid Date: 07/01/21
Quoted By: MAN

Cust Phone: 804-916-1400
Terms: 2% 25th Net 30th

Customer: COLONIAL WEBB CONTRACTORS
V NO FERGUS01
2820 ACKLEY AVE
RICHMOND, VA 23228-3743

Ship To: COLONIAL WEBB CONTRACTORS
V NO FERGUS01
2820 ACKLEY AVE
RICHMOND, VA 23228-3743

Cust PO#: Tidewater Inc. Split

Job Name: Tidewater Inc. Split

Item	Description	Quantity	Net Price	UM	Total
	5T 208V 1PH SPLIT SYSTEM =====				
A4A7A4060L1000B	CCY R410A S/S CDR 14 SEER 5T	1	1632.000	EA	1632.00
ATEM4A0C60S51SB	R410A CONV A/H TXV 5T	1	1019.410	EA	1019.41
DIV63060L	30X60 SEC DRN PAN LONG	1	45.921	EA	45.92
REC96100	FLOAT SWCH F/ AUX PANS 1100+	1	15.966	EA	15.97
PSCPE36402	36X40X2 PROSELECT EQUIP PAD	1	53.324	EA	53.32
	SUBTOTAL				2766.62
Net Total:					\$2766.62
Tax:					\$166.00
Freight:					\$0.00
Total:					\$2932.62

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EXHIBIT A - EXCLUSIONS

The Scope of Work does not include, but specifically excludes, all of the following:

General Items

1. Performance and Payment Bond.
2. Builder's risk insurance.
3. Connection fees and/or utility charges (sanitary, water, gas and electric).
4. Coordination drawings.
5. Any allowances or contingencies.
6. Temporary facilities (sanitary, heating/cooling, fuel, electric power and/or porta-potty).
7. Temporary barricades, walls and/or protection of items remaining in construction areas.
8. Removal or replacement of ceiling tiles and/or ceiling grid of ceilings remaining in service during construction.
9. Painting other than basic pipe and/or equipment identification.
10. Demolition of any kind. We will cut, cap and make safe any necessary items that will remain in service.
11. Removal of demolished debris from jobsite. Demolished debris is to be placed in dumpster furnished by Customer.
12. Removal or disposal of hazardous materials, including, but not limited to, asbestos abatement.
13. Cutting or patching of any kind. Concrete or asphalt cutting, removal or patching of any kind. Saw cutting and/or core drilling of holes.
14. Fireproofing or fire stopping.
15. Forming or pouring of concrete housekeeping pads for equipment.
16. Structural or miscellaneous steel for equipment supports.
17. Roofing, roof patching or roof walk pads for access to HVAC equipment.
18. Ceiling/wall access panels if not shown on the drawings.

HVAC Related Items

1. Furnishing or installing fire dampers, smoke dampers, fire/smoke, control dampers and/or motorized dampers not clearly shown on the drawings.
2. Louvers, wall caps or brick vents that are not shown on the drawings.
3. Seismic restraints that are not specifically indicated on the drawings.
4. Roof curb sound attenuation and/or gypsum board/batt insulation.
5. DDC Controls demolition and installation.
6. Testing & Balancing.

Plumbing Related Items

1. Domestic water, sanitary sewer and/or any other plumbing related items.
2. Furnishing gas meter and/or gas piping beyond the meter to the main.
3. Fuel piping and/or fuel tanks.
4. Fuel oil for fuel tanks.
5. Fire protection/sprinkler piping.
6. Site/Utility work of any kind.
7. Trenching and/or backfilling of non-related HVAC or plumbing items.
8. Site Restoration (sod, pavement, walkways, and vegetation).
9. Rock and/or unsuitable soil removal and/or replacement.
10. Hauling off-site of excavated materials not used for backfill.
11. Select fill for underground work.
12. Dewatering (well pointing).

Electrical Related Items

1. Power and/or load side wiring.
2. Furnishing or installing duct smoke detectors. All smoke detectors (if required) shall be furnished and installed by others.
3. Connection of smoke detectors to fire alarm system.
4. Furnishing or installing motor starters and/or disconnect switches.

Building Automation Related Items

1. Work Station or Laptop Computers unless specified above.
2. Interlock electrical wiring for split systems.
3. Integration into the "Base or Campus Wide" system.
4. Water and Air testing and balancing.
5. Interface to Fire Alarm System.
6. 120-volt power wiring.
7. All Building Automation System communication and sensor wiring shall be installed utilizing plenum rated wiring without conduit in areas such as ceilings and walls and comply with National Electrical Code (NEC).
8. Connection or Integration to any other Building Automation System.
9. Variable Frequency Drives (VFD's).

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10. In some cases, we will reuse existing electronic damper actuators, valve actuators and other electronic devices. If it is discovered that any these devices are non-functioning, a proposal will be provided to repair/replace this device. There is no warranty for devices that are reused.
11. Low voltage electrical permits, licenses, inspections and fees. Customer to provide Static IP address and Point of Connection for all Web Based Systems. ColonialWebb is not responsible for any monthly service fees that may apply to maintain this service.
12. Motors, Motor Starters, Disconnects and or Motors that are connected to Variable Frequency Drives (VFD's) where the VFD's are provided under this proposal. ColonialWebb is not liable for motor failures where VFD's are installed.
13. Conventional Thermostats, Line Voltage Thermostats or any other non-direct digital control.
14. Providing or installing unit freeze stats and actuators.
15. Fire/Smoke Dampers, Duct Smoke Detectors and/or connection to Fire Alarm Panels or integration to any other system.
16. Utility meters – providing or connecting.
17. Connection to any existing equipment.
18. Demolition of existing controls.

End of Section

STANDARD GENERAL TERMS AND CONDITIONS

1. **Warranty and Limitation of Liability.** Manufacturer's warranties on goods, equipment and materials, to the extent assignable, are hereby assigned to Customer. ColonialWebb warrants to the Customer for a period of one (1) year from the date of Work completion that the materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Agreement. THERE ARE NO OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, OTHER THAN THOSE SPECIFICALLY DESCRIBED IN THIS AGREEMENT. Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. Repairs required due to lack of proper preventive maintenance by Customer are not covered by this warranty. ColonialWebb reserves the right to terminate all warranties if final payment by Customer is delayed more than 90 days from the completion of the Scope of Work. ColonialWebb shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise. ColonialWebb shall not be liable for any loss or damage resulting from any cause beyond ColonialWebb's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. ColonialWebb shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which ColonialWebb does not charge Customer. Customer must provide notice of all claims of defective workmanship within ten (10) days that Customer discovers, or should with the exercise of ordinary care have discovered, any defective workmanship. ColonialWebb shall have a reasonable time, not less than sixty (60) days, following receipt of Customer's notice, to review and cure any defective workmanship. ColonialWebb's correction of defective workmanship shall constitute fulfillment of all responsibilities to Customer under this Agreement and waiver of all further claims, demands, and causes of action by Customer.
2. **Scope of Work.** ColonialWebb's work hereunder is limited to that described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor, material, sales tax and permits unless otherwise noted. ColonialWebb is not responsible for the negligence of Customer or its consultants in the design or specification of the Scope of Work or any part thereof. ColonialWebb makes no representations regarding the sufficiency of the Scope of Work for the Customer's needs and shall not be responsible for any lack of performance of the systems, equipment or materials set forth in the Scope of Work or any negative impact of the Scope of Work on existing building systems or conditions. Normal business hours are Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. except for ColonialWebb designated holidays.
3. **Additional Work.** No work is included unless specifically stated in this Agreement. Extra work requested by Customer or required by governing authorities will be performed only as a change order and on a time and material basis at agreed upon rate(s). Changes in Customer's Design Criteria shall be a change in the Scope of Work resulting in adjustment to the Price through a change order.
4. **Payment.** Unless otherwise agreed to in writing, the first twenty percent (20%) of the Total Base Proposal price will be billed upon commencement of the Scope of Work (for projects over \$10,000), with progress billings to be billed monthly, and any remaining balance due upon completion. Customer shall make payment to ColonialWebb within thirty (30) days of the date of invoice. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event ColonialWebb must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse ColonialWebb for all collection costs incurred by ColonialWebb, including court costs and attorney's fees. A three percent (3%) fee will automatically be added to each invoice paid by credit card.
5. **Temporary Facilities.** Unless otherwise agreed in writing, Customer shall provide the following temporary facilities for the Scope of Work: (a) temporary power within fifty (50) feet of the Work area; (b) toilet facilities, permanent or temporary; (c) telephone, for emergency use only; and (d) dumpster for trash removal. ColonialWebb reserves the right to terminate the

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Agreement if temporary facilities are not provided unless Customer agrees to a change order to cover the costs for ColonialWebb to make arrangements for all temporary facilities required to complete the Scope of Work.

- 6. Hazardous Substances.** Customer agrees to comply with all applicable federal, state and municipal laws and regulations addressing hazardous materials and substances, including, but not limited to, asbestos, lead and mold, and to provide notice to ColonialWebb of any hazardous materials, substances and conditions that are or may be present in the vicinity of ColonialWebb's Work. ColonialWebb's services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event ColonialWebb encounters any hazardous substances in the course of execution of the Work, ColonialWebb shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, ColonialWebb shall be entitled to additional time in which to complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, ColonialWebb shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify ColonialWebb against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, expert witness costs and disbursements actually incurred) incurred by ColonialWebb and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including, but not limited to, asbestos lead and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
- 7. Indemnification.**
- a. To the fullest extent permitted by law, ColonialWebb shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of ColonialWebb or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of ColonialWebb's Work or created by the Customer.
 - b. To the fullest extent permitted by law, Customer shall indemnify ColonialWebb from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project.
- 8. Existing Conditions.**
- a. ColonialWebb is not responsible for problems arising from any existing conditions affecting or affected by the Scope of Work, including lack of performance of the existing system or system components and/or disturbance to other building systems or materials.
 - b. ColonialWebb is not responsible for identification or correction of existing code violations or system design deficiencies except when: (i.) expressly set forth as part of the Scope of Work; or (ii.) ColonialWebb agrees in writing to perform such work after receiving prior approval of the scope and cost of such work from Customer.
 - c. ColonialWebb is not responsible for deficiencies in existing systems or equipment. ColonialWebb shall not be responsible for lack of performance of equipment due to existing conditions and/or modifications made to the system design by Customer.
- 9. Customer's Obligations.** Customer agrees to:
- a. Maintain the equipment and systems in good operating order and repair;
 - b. Operate the equipment and systems within established control parameters for that equipment or system or, if none exists within industry, customary operating conditions for such systems or equipment;
 - c. Follow ColonialWebb's recommendations and to fulfill Customer's responsibilities for equipment and system operation;
 - d. Communicate to ColonialWebb hidden or not obvious conditions of the existing conditions, systems, processes or equipment that may impact ColonialWebb's Work;
 - e. To provide complete and accurate data and information about existing conditions, systems, processes and equipment; and
 - f. To promptly notify ColonialWebb of any defect in the existing equipment or systems covered by or impacting ColonialWebb's Work under this Agreement.
- ColonialWebb shall be relieved of its obligations under this Agreement in the event of Customer's failure to comply with any of its obligations under this Agreement. The limitation of liability provided for in this paragraph shall be in addition to any and all other remedies ColonialWebb may have under this Agreement or at law.
- 10. Claims and Disputes.** ColonialWebb and Customer agree that any lawsuit arising from the Services, regardless of the theory of liability, shall be brought within one (1) year from the date such claim arose. The parties agree that all disputes shall be brought in a court of competent jurisdiction in the location of the Services. Customer and ColonialWebb hereby waive the

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right to trial by jury for any and all actions or proceedings between the parties arising from the Services or this Agreement. This Agreement shall be interpreted in accordance with the laws of the location where the Services are performed.

- 11. Termination.** This Agreement may be terminated: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the other party; (b) by a party if the other party defaults in its material obligations and such default is not cured within sixty (60) days of receipt of written notice specifying in detail the default; (c) by ColonialWebb if Customer fails to make timely payment or ColonialWebb has reason to doubt the ability or willingness of Customer to pay; or (d) by ColonialWebb if Customer's systems or equipment are altered, modified, repaired by others, changed, or moved.
- 12. Title and Risk.** Risk of loss to goods and materials for the Scope of Work shall pass to Customer upon ColonialWebb's delivery to the carrier, if transported by common carrier, or upon delivery to Customer's premises. Title to goods and materials shall pass to Customer only when Customer has paid in full for those good and materials.
- 13. Confidentiality.** Any asset evaluations, capital budgeting, non-public observations, plans, specification, determinations, recommended product specifications, and other recommendations made by ColonialWebb or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of ColonialWebb. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and ColonialWebb's Scope of Work may not be distributed to third-parties without the prior written consent of ColonialWebb.
- 14. General Provisions.** The commencement of Work by ColonialWebb shall constitute Customer's acceptance of this Proposal and the Standard General Terms and Conditions. Unilateral modifications of this Proposal by Customer will not be binding on ColonialWebb.
- 15. Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to ColonialWebb shall be sent to: Contract Administrator, ColonialWebb Contractors Company, 2820 Ackley Avenue, Richmond, VA 23228.
- 16. EEO Provision.** This purchase order/contract is subject to the provisions contained in Executive Order #11246 and any subsequent or related regulations regarding equal opportunity of employment. Further, the affirmative action clauses set forth in 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) relating to qualified protected veterans and individuals with disabilities are incorporated herein by specific reference. **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities."**

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