



**MESA ENERGY SYSTEMS INC.**

**Beatty High School  
HVAC Unit Replacement  
PWP# NY-2025-046**

**Presented to:**

**Joe Schmidt, Director M&O NCSD  
Nye County School District  
1 Hornet Ave.  
Beatty, NV 89003**

**Prepared by:**

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**10/11/2024**

**Quote # 24-56006**

*Nevada License No: 0073520*

## Introduction

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We at Mesa Energy Systems, Inc. (an EMCOR Group company) would like to thank you for the opportunity to submit this proposal to **replace WSHP Units at Beatty High School**. We believe that our proposed package would meet or exceed your maintenance, reliability, and energy savings goals.

For over 30-years, Mesa Energy Systems has provided its clients with high quality mechanical, commercial HVAC, building automation consulting and services, and energy solutions that address today's most compelling energy related issues. Headquartered in Irvine, California, we have 10 statewide offices to better serve the greater Los Angeles, San Diego, San Francisco, Sacramento, Bakersfield, San Jose, Pleasanton, and Fresno market areas. In addition, we've expanded outside California and now have offices in Reno, Las Vegas and Phoenix.

Our customer's increasingly complex needs have transformed Mesa Energy Systems from a traditional commercial HVAC service and retrofit company into a full-service Energy Solutions Company. Our goal is to help you achieve optimal building energy performance, utilizing improved building and mechanical maintenance, ongoing retro-commissioning, and favorable ROI energy retrofits.

Today, thanks to our customer partnerships and our commitment to our core values (Sense of urgency, Win-Win, Accountability, and Passion), Mesa Energy Systems Inc. is Southern California's leading HVAC service and retrofit contractor.

We are extremely confident that we will deliver on every aspect detailed in the proposal.

Again, thank you for giving Mesa Energy Systems the opportunity to be of service. We look forward to the prospect of working with you and assisting you with your facilities' HVAC maintenance and upgrade needs. Feel free to reach out to us should you want to discuss anything further.

Sincerely,

EMCOR Services Nevada Mesa Energy Systems, Inc.

*Jeremy Sargent*

Jeremy Sargent

Account Manager



## Proposal Summary

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We are pleased to provide you with this proposal for **replacing the existing WSHP units at Beatty High School**. The highlights of this project are as follows:

### Base Scope of Work

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1. Report to customer upon arrival.
2. Lock out, tag out and secure existing unit prior to servicing.
3. Remove & dispose of Qty. (2) existing package units.



4. Remove & dispose of Qty. (19) existing McQuay WSHP units.



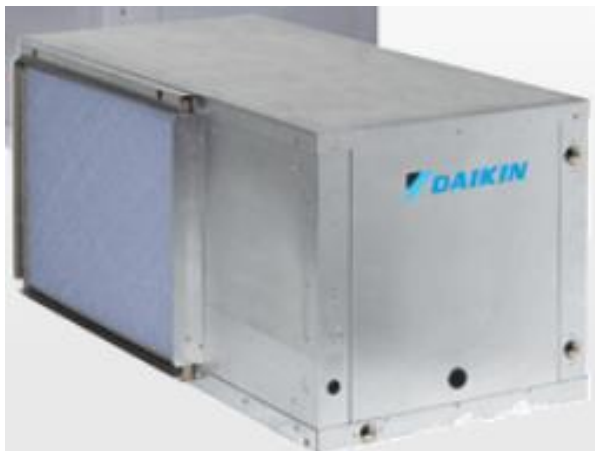
5. Remove & dispose of Qty. (19) Hose/valve assemblies.



6. Provide & install Qty. (2) new Century package units.



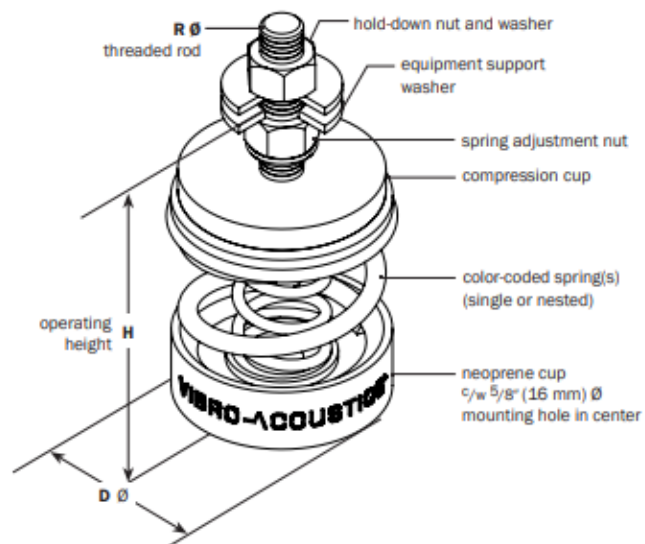
7. Provide & install Qty. (19) new WGT & WGS series Daikin WSHP units.



8. Provide & install ductwork transitions where needed.
9. Provide & install Qty. (19) new hose kit assemblies with iso valves, strainers & flow control valves.



10. Provide & install supports on existing piping within 24" of hose assemblies (per code).
11. Provide & install new spring isolators on all units & set for proper load distribution.



12. Remove sections of drywall in various locations for unit passage.
13. Holes to be covered & secured every night.
14. Provide repair of drywall that is removed with texture & paint.
15. Disconnects to be reused.
16. Reconnect existing controls to new units.
17. Provide & install Merv 13 filters in all new units.
18. Provide air & water balancing upon completion of installation.
19. Provide startup of new unit and verify proper operation and performance.
20. Remove all tools and equipment from jobsite and perform final clean-up of all work areas.
21. Provide warranty, O&M manuals and close out documentation upon completion of project.

**Lead time 6-7 weeks.**

## Alternate Scope of Work

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1. Base scope of work substituting the Daikin WSHP's for Water Furnace WSHP's.

**Lead time 6-7 weeks**

2. Base scope of work replacing Qty. (18) units (with Water Furnace) instead of Qty. (19) units as there are 18 total R22 units existing.
3. Base scope of work replacing Qty. (18) WSHP's (with Water Furnace) instead of Qty. (19) WSHP's as there are 18 total R22 units existing. 1 year maintenance servicing of Qty. (26) WSHP units & Qty. (2) Package units.

## Warranty Clarification

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Daikin: 1 year all parts & labor.

Water Furnace: 18 month all parts & labor, 5 year compressor & labor.

## Inclusions and Exclusions

Checked items below are included in this proposal, non-checked items are specifically excluded.

### Engineering, Permits & Bonds

Mechanical Engineering	<input type="checkbox"/>	Structural Engineering	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	Plan Check Fees	<input type="checkbox"/>
Mechanical Permits	<input checked="" type="checkbox"/>	Electrical Permits	<input type="checkbox"/>
GC / Structural Permits	<input type="checkbox"/>	FAA Clearances	<input type="checkbox"/>
Performance Bond	<input checked="" type="checkbox"/>	Architectural Drawings	<input type="checkbox"/>

### Rigging and Specialty Rentals

Rigging	<input checked="" type="checkbox"/>	Scissor Lift as Required	<input type="checkbox"/>
Helicopter	<input type="checkbox"/>	Other:	<input type="checkbox"/>

### Additional Services

Air Balance (Verify Unit Performance Only)	<input checked="" type="checkbox"/>	Certified Air Balance	<input type="checkbox"/>
Water Balance	<input checked="" type="checkbox"/>	Certified Water Balance	<input type="checkbox"/>
Recover Refrigerant Per EPA Guideline	<input type="checkbox"/>	Dispose of old Equipment	<input checked="" type="checkbox"/>
Other: Structural Upgrades	<input type="checkbox"/>	Other:	<input type="checkbox"/>

### Project to be Performed At The Below Listed Times

Normal Business Hours (M-F 7:00AM-4:00PM)	<input checked="" type="checkbox"/>	Overtime (other than Normal Business Hours)	<input type="checkbox"/>
Normal Hours and Overtime	<input type="checkbox"/>	Other:	<input type="checkbox"/>

### Specialty Trades

Electrical	<input type="checkbox"/>	Asbestos Abatement	<input type="checkbox"/>
Framing of Curbs & Openings	<input type="checkbox"/>	Duct Cleaning	<input type="checkbox"/>
Re-roofing	<input type="checkbox"/>	Seismic Upgrades	<input type="checkbox"/>
Insulation of New Ducting (As Required)	<input type="checkbox"/>	Insulation of New Piping (As Required)	<input type="checkbox"/>
Coring	<input type="checkbox"/>	Radar Prior to Coring	<input type="checkbox"/>

### Project Completion

Start Up and Commissioning	<input checked="" type="checkbox"/>	Factory Start Up	<input type="checkbox"/>
Operation & Maintenance Manuals	<input checked="" type="checkbox"/>	Shop Drawings	<input type="checkbox"/>

### Additional Components

New Programmable Digital Thermostat	<input type="checkbox"/>	Double Wall Flue Pipe as Needed	<input type="checkbox"/>
Smoke Detectors in Supply Duct	<input type="checkbox"/>	Smoke Detectors in Supply and Return Ducts	<input type="checkbox"/>
New HW Pump and Motor Assemblies	<input type="checkbox"/>	EMCOR Retains All Salvage Rights	<input checked="" type="checkbox"/>

### Warranties

One (1.5) Year Workmanship Warranty from Date of Start-Up	<input checked="" type="checkbox"/>
Provide extended 5 year parts warranty on new equipment	<input checked="" type="checkbox"/>

## General Project Clarifications

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### Concealed Conditions

If concealed or unknown conditions of an unusual nature which affect the performance of the work are encountered below the roof line or above the ceiling or in an existing part of the building other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party, if possible before conditions are disturbed and in no event later than fourteen days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made within fourteen days after claimant becomes aware of the conditions.

### Regulatory Changes

Mesa Energy Systems Inc. shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the execution of this Agreement.

### Hazardous Materials

CUSTOMER hereby agrees to indemnify, defend and hold harmless Mesa Energy Systems, Inc. and its agents, employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with Hazardous Materials not introduced to the Project by the Indemnified Parties, including, without limitation, all costs of remediation, experts, consultants or other costs in connection with Hazardous Materials associated with the Project.

### Unforeseen Conditions

CUSTOMER understands and agrees that Mesa Energy Systems, Inc. shall not be liable for added costs or time delays caused by unforeseen conditions at the Project, including, without limitation, unanticipated rerouting of existing piping, fire sprinklers or gas piping. In the event that the fire sprinklers, water, electrical conduit or gas piping are required to be relocated, Mesa shall not be responsible for such work. Mesa Energy Systems, Inc. or a subcontractor under the control and supervision of CUSTOMER shall perform such work.

### NFPA 70E

Mesa technicians are trained to understand the specific hazards associated with electrical energy according to NFPA 70E, Standard for Electrical Safety in the Workplace. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout/tag out and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout/tag-out policies and procedures when feasible.



## Terms and Conditions

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- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7:00AM to 4:00PM, Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon CUSTOMER operating and maintaining systems/equipment. CUSTOMER will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. CUSTOMER will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the CUSTOMER in accordance with Mesa Energy Systems, Inc.'s currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. Mesa Energy Systems, Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. Mesa Energy Systems, Inc. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. Mesa Energy Systems, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. 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 and defending the claim, as the case may be.
- L. Mesa Energy Systems, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only Mesa Energy Systems, Inc.'s personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. In the event of additional freight, labor, or material costs resulting from a CUSTOMER's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at Mesa Energy Systems, Inc.'s currently established rates.
- O. Mesa Energy Systems, Inc.'s scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. encounters such material in performing its work, Mesa Energy Systems, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
- R. The CUSTOMER agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc.'s cost of performing this contract.
- S. The CUSTOMER acknowledges and agrees that any purchase order issued by CUSTOMER, in accordance with this Agreement, is intended only to establish payment authority for CUSTOMER's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the CUSTOMER's purchase order will have any force or effect.

## Terms and Conditions (COVID-19)

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This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.

The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Mesa Energy Systems, Inc. dba EMCOR Services Nevada, and (iii) the Disruption has impacted suppliers' ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price.

This proposal is conditioned on Mesa Energy Systems, Inc. dba EMCOR Services Nevada confirming the price, delivery time, and availability of goods with EMCOR Services Nevada subcontractors, vendors, and/or suppliers at the time when Mesa Energy Systems, Inc. dba EMCOR Services Nevada and customer are ready to enter a final contract for the proposed work. Mesa Energy Systems, Inc. dba EMCOR Services Nevada reserves the right to (i) adjust the proposal price and schedule in the final contract if needed due to such confirmation, and (ii) condition the final contract on, and include in it, any reservations and/or limitations that Mesa Energy Systems, Inc. dba EMCOR Services Nevada must accept from its subcontractors, vendors, and/or suppliers to obtain any goods.

Any contract concerning this proposal shall include the following:

The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Mesa Energy Systems, Inc. dba EMCOR Services Nevada, and (iii) the Disruption has impacted supplier's ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price.

Mesa Energy Systems, Inc. dba EMCOR Services Nevada therefore cannot guaranty the timely or complete performance of work that is dependent on the supply of the following specific Goods for this project.

And, to the extent EMCOR Services Nevada supplier(s) are unable to meet their obligations to EMCOR Services Nevada solely due to the Disruption, EMCOR Services Nevada (i) shall not be deemed in breach of contract or otherwise assessed costs or damages arising from the Disruption and (ii) shall be entitled to (a) an equitable extension of time and (b) an increase in the contract price for Goods, but only if the price increases above the price Mesa Energy Systems had secured from its supplier at the time of order.

## Project Cost

The total cost including applicable taxes is: Please check one

- Base Scope Qty. (19) Daikin WSHP's, Qty. (2) Century Packaged Units: \$334,986.00**
- Alternate 1: Qty. (19) Water Furnace WSHP's, Qty. (2) Century Packaged Units: \$296,141.00**
- Alternate 2: Qty. (18) Water Furnace WSHP's, Qty. (2) Century Packaged Units: \$289,986.00**
- Alternate 3: Qty. (18) Water Furnace WSHP's, Qty. (2) Century Packaged Units, 1 year service agreement (Recommended): \$317,018.00**

This proposal, scope of work, and pricing is valid for 15-days from the date of this proposal.

## Payment Terms

- 50% Upon acceptance of order
- 25% Upon delivery of equipment to job site
- 25% Upon project completion

## Agreement Execution

This agreement defines the understanding of services between Mesa Energy Systems Inc. and CUSTOMER. This agreement shall begin on Customer's Acceptance Date, or upon receipt of a Letter of Intent.

### Customer Acceptance:

### Mesa Energy Systems, Inc Acceptance: (dba EMCOR Services Nevada)

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*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title* *Date*

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*Title* *Date*