

PROPOSAL

Costa Mesa Chiller Replacement Project - Chillers 1 & 2 (EQUIPMENT ONLY)

PREPARED BY

Siemens Industry, Inc. ("Siemens"), utilizing Sourcewell Contract #070121- SIE

PREPARED FOR

City of Costa Mesa, Sourcewell Member #2173

DELIVERED ON

February 10,2025

THE PRICES STATED HEREIN ARE BASED ON THE TERMS OF ONLY THE SOURCEWELL CONTRACT AND ATTACHED SIEMENS STANDARD TERMS AND CONDITIONS WITH THE EXCEPTION OF STATE OR LOCAL REGULATIONS, INSURANCE REQUIREMENTS, AND FEDERAL TERMS REQUIRED WHEN FEDERAL FUNDING IS USED. BY PARTICIPATING IN THE SOURCEWELL PROGRAM, PARTICIPATING ENTITIES HAVE AGREED TO USE THE SOURCEWELL CONTRACT AND ITS TERMS AND CONDITIONS. SIEMENS RESERVES THE RIGHT TO REVIEW CUSTOMERS TERMS BEFORE A PO WILL BE ACCEPTED. ANY PURCHASE SHALL BE MADE IN ACCORDANCE WITH SOURCEWELL CONTRACT #070121-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN AND THE TERMS OF THE SOURCEWELL CONTRACT WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE ORDER.

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Contact Information

Proposal #:	9030792.3
Date:	February 10,2025

Sales Executive:	Alex Sanchez
Branch Address:	6141 Katella Ave. Cypress, CA 90630
Telephone:	657-298-0407
Email Address:	doug.ray@siemens.com

Customer Contact:	Daniel Jojola
Customer:	City of Costa Mesa
Address:	77 Fair Dr. Costa Mesa CA 92626-6520
Services shall be provided at:	City of Costa Mesa City Hall 77 Fair Dr. Costa Mesa CA 92626-6520

Executive Summary

Siemens Industry, Inc. is proud to present our mechanical solution for your chiller replacement project. We are uniquely qualified, and offer the best value for a reliable solution, as well as, long term site support. Our Mechanical Team is prepared to fully commit the required resources to meet all project objectives. Siemens recognizes the importance of selecting the right partners for your HVAC and Automation Solutions and encourages a detailed evaluation of potential business partners. We are confident that the City of Costa Mesa will come to the conclusion that Siemens is the right partner for your chiller replacement project.

Scope of Proposal

- Procure and ship to job site two (2) new Trane chillers to match the existing Trane / Turbocor chillers currently in basement of city hall.
- Procure and ship to job site new refrigeration monitor as required for new refrigeration regulations.
- Procure and ship to job site all necessary materials to properly install two (2) new chillers, i.e. valves, thermometers & wells, and sensors.

Exclusions

- **LABOR TO INSTALL ANY OF THE ABOVE METIONED EQUIPMENT OR MATERIALS.**
- **Loading or off-loading of equipment.**
- Plan check, permits, mechanical engineering, structural engineering, electrical engineering.
- Pump replacements.
- Electrical or controls upgrades.
- Piping and/or insulation replacement.
- Bypass piping and valve replacement.
- Existing chiller platform repair and/or modifications.
- Water samples and analysis.
- Extended warranties outside that of manufacture's standard.
- Equipment storage.
- Owner training.
- New refrigeration monitor system (other than monitor in scope), i.e. purge ex. fans, exit alarms, etc.
- **Anything not explicitly mentioned in above scope.**

Clarifications

- Per city request, all labor has been omitted from this proposal. Labor proposal will be submitted separately.
- Once equipment order is placed and invoice issued by manufacture, city must pay invoice in full for equipment.
- Equipment was selected to match capacities of existing equipment and as direct replacements. Siemens will not be held responsible for any possible future resizing of equipment due to additional load requirements or city's preference.
- Per city request, this proposal will be submitted under Sourcewell purchasing cooperative.
- City is responsible for safe storage of equipment. Siemens will coordinate with city for delivery address.
- Siemens will not be held responsible for safe keeping of equipment and materials.
- Per Trane representative, the chillers are on a 20-24 week lead-time plus a week for transit.
- Any customer caused delayed will result in additional pricing.

*Price is valid for 30 days due to market volatility of equipment pricing.

*City of Costa Mesa will be responsible for storage and delivery of equipment to site during execution of installation.

Sell Price

Total Quote Price	\$334,856.00
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This price is firm for 30 days from the date of this proposal.

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$334,856 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens RAM Projects Business Standard Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (30) days from the delivery date of February 10th,2025. Payment is due within 30 days of invoice date.

Payment Terms: 100% at time of order release.

Total: \$334,856.00

Terms & Conditions Link(s)

Terms and Conditions (Click to download)

[Terms & Conditions \(Restricted\)](#)
(www.siemens.com/standard-terms-project-restricted)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Riders (Click on rider below to download)

[SI Monitoring Rider](#)
(www.siemens.com/rider-monitoring)

[SI Online Backup and Data Protection](#)
(www.siemens.com/rider-data-backup)

[SI UBM or Utility Procurement](#)
(www.siemens.com/rider-ubm)

[SI Software License Warranty](#)
(www.siemens.com/rider-software-license)

[SI Consulting Rider](#)
(www.siemens.com/rider-consuling)

[SI Third Party Rider \(Smart Air Quality™\)](#)
(www.siemens.com/rider-air-quality)

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Alex Sanchez

Name

9030792.3

Proposal #

\$334,856.00

Proposal Amount

February 10, 2025

Date

Accepted by:

City of Costa Mesa, Sourcewell Member #2173

Company

Name (Printed)

Signature

Title

Date

Purchase Order # PO for billing/pmnt only PO not required

Please provide the following verbiage on purchase order:

THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE CONTRACT SOURCEWELL CONTRACT NUMBER 070121-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS OF THE SOURCEWELL CONTRACT WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS OR GRANTS ARE APPLICABLE TO THIS PURCHASE ORDER.