



CHEF BOYARDEE EQUIPMENT & DELIVERY

SCOPE LETTER AND QUOTATION

DATE: JANUARY 20, 2019

TO: DPR CONSTRUCTION

RE: **SENSYS DIAGNOSTICS**

We are bidding Food Service Equipment, Section 11400, per Food Service plans & specifications. No Addenda noted.

To furnish and set in place with applicable sales tax: **\$ 153,344.00** See Exhibit A

Pricing are in effective for 21 Days from above date, all prices changes will be change orders.

We are union, bondable and have a Class C43 license (#941086)

We are not WBE or MBE or DVBE.

Acceptance of the above bid shall bind customer to all terms and conditions listed within.

TERMS & CONDITIONS:

We **EXCLUDE**:

1. Any and all contracts "paid when paid".
2. Any and all retention above 5%.
3. Any and all items without an item number.
4. All work related to N.I.C., existing, owner & vendor supplied or future equipment.
5. All plumbing, electrical, and mechanical work of any kind.
6. All interconnections, interwiring & interplumbing, of equipment except as supplied by the manufacturer as standard.
7. All control wiring required for fire protection systems.
8. All in-wall, below-floor, and above ceiling backing, blocking, or supports required for anchorage of our equipment.
9. All plans check and permit fees, with the exception of the hood's fire protection system.
10. Any and all bid and performance bonds.
11. All penetrations, flashing, curbs, or jacks that may be require in the case of roof, outside, or remote mounted equipment.
12. Seismic calculations but we do include seismic anchoring.



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13. Any to warranty work beyond one year from the date the equipment is first started up, demonstrated, or put into use, which ever occurs first.
14. Any and all liquidated damages.
15. Participation in any assessment for trash removal and/or trade damage.
16. All work related to Millwork

Customer AGREES:

1. To pay deposit of **\$22,530.00** on award of contract, **\$41,844.00** due on approvals of submittals. Timely issue a CONTRACT. Progress invoices are necessary and are due net 21 days and that retention will not be held for more than 30 Days
2. In the event that any dispute arises from or relates to this agreement, it is agreed that such dispute may be submitted to the American Arbitration Association of Oakland, Ca. In accordance with the rules promulgated by the Association. Judgment upon the award rendered by the arbitrator (s) may be entered in any court having jurisdiction thereof and shall be binding upon both parties. In the event either party elects to utilize this arbitration provision, it shall remain in full force and effect notwithstanding the nature of any claim or defense hereunder.
3. In the event of litigation or arbitration, the prevailing party shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this agreement, or for the breach thereof.
4. That Berlin's Insurance coverage and Certificate of Insurance is based on being a manufacturer, hence the format of our Certificate may be different from your requirements.
5. Any fees for required waiver of subrogation for workers comp and/or additional insured will be added as change order.
6. That all field labor has been figured at day labor rates. If "Overtime" or "Time & Material" work is required, Berlin Food Equipment Co WILL NOT document the work. The documentation is the sole responsibility of the party requesting the work

Sincerely,

ROBERT W. COLBURN

Robert W. Colburn
Chief Estimator



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Exhibit A

ITEM	DESCRIPTION	FACTORY	MODEL	
1	S/S WORK TABLE	BERLIN	6.5WTRS30	
2	S/S WALL SHELF	BERLIN	6.5WS12	
3	S/S WORK TABLE	BERLIN	5WTRS30	
4	S/S WALL SHELF (2)	BERLIN	5WS12	
5	ICE BIN	MANITOWOC	B-420	
6	ICE MAKER	MANITOWOC	IY-0524A	
6.1	WATER FILTER	MANITOWOC	SF	
7	HAND SINK-S&T (3)	ADVANCED	7-PS-80	
8	REFER	TRUE	STA1R-1S-HC	
9	FREEZER	TRUE	STA1F-1S-HC	
10	GREASE TRAP	PC	VERIFY	NIC
11	S/S UTENSIL SINK	BERLIN	3N-1723-DB18	
11.1	FAUCETS	T&S	B-0231	
12	JANITORS CABINET	ADVANCED	9-OPC-84	
13	DRY STORAGE-MOBILE (4)	METRO	BR	
14	U/C REFERS (2)	TRUE	TUC-27-HC	
15	BLENDER	VITMIX	36019	
16	ICE BIN	DELFIELD	305	
17	ESPRESSO MACHINE	SCHAERER	AMBIENTE PS	
18	BAR COUNTER	MILLWORK	CUSTOM	
19	DISPLAY CASE	RPI	VIDD3-27-R-SQ	
20	POS	OWNER	VERIFY	NIC
21	SNEEZE GUARD	BSI	NA2500-2	
22	FLY FAN	MARS	LPN42-1U	
23	SPARE NUMBER			
26	SPARE NUMBER			
27	SNEEZE GUARD	BSI	ZG9500	
28	SOUP WELLS (2)	WELLS	HW-106D	
29	ICE/WATER DISPENSER	FOLLET	50FB400A	
30	REFER DISPLAY (3)	FUTURE	FUTURE	NIC
31	REFER DISPLAY	FUTURE	FUTURE	NIC
32	FREEZER DISPLAY	FUTURE	FUTURE	NIC
33	CONDIMENT/SOUP COUNTER	MILLWORK	CUSTOM	
34	MICROWAVE (2)	AMANA	RMS10TS	
35	SNACK SHELVING	OPERATOR	VERIFY	NIC
36	PAY KIOSK	OWNER	VERIFY	NIC
37	SHELF	ARCHITECT	VERIFY	NIC
38	TRASH/RECYCLE COUNTERS (3)	MILLWORK	CUSTOM	
39	TRASH/RECYCLE CONTAINER (9)	RUBBERMAID	3958	



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TOTAL EQUIPMENT		\$ 107,054.00
FREIGHT		\$ 3,358.00
TAXABLE AMOUNT		\$ 104,519.81
9.00% SALES TAX	San Mateo	\$ 9,937.08
WARRANTIES & SERVICE	TRUE	
WARRANTIES & SERVICE	RPI	
LABOR:ICE MACHINE	FOLLETT	
LABOR:ICE MACHINE	MANITOWOC	
LABOR: MILLWORK	MILLWORK	
LABOR:ESPRESSO	SCHAERER	
PROJECT MANAGEMENT	BERLIN	
LABOR: SUBMITTALS	BERLIN	
LABOR:FIELD MEASUREMENTS	BERLIN	
LABOR:EQUIPMENT	BERLIN	
TOTAL AMOUNT		\$ 153,344.00
TERMS: \$22,530.00 DEPOSIT REQUIRED		
\$41,844.00 ON APPROVAL OF SUBMITALS		
PAYMENTS DUE NET 21 DAYS		