



# ***CITY COUNCIL AGENDA REPORT***

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MEETING DATE: JUNE 19, 2012

ITEM NUMBER:

**SUBJECT: HEATING-VENTILATION-AIR CONDITIONING MAINTENANCE  
REQUEST FOR PROPOSAL #1147**

**DATE: JUNE 6, 2012**

**FROM: PUBLIC SERVICES DEPARTMENT – MAINTENANCE SERVICES DIVISION**

**PRESENTATION BY: ERNESTO MUNOZ, PUBLIC SERVICES DIRECTOR**

**FOR FURTHER INFORMATION CONTACT: BRUCE HARTLEY, MAINTENANCE SERVICES  
MANAGER 714-754-5123**

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## **RECOMMENDATION:**

1. Award a contract to Siemens Industry, Inc. in the annual amount of \$63,128 to provide Heating-Ventilation-Air Conditioning (H.V.A.C.) maintenance for City Hall and the Police Facility, with an initial term of five (5) years, with three (3) optional annual renewals. This contract would not include a mechanical guaranty.
2. Authorize the Public Services Director to approve repair and supplemental work not to exceed 10% of the contract amount.
3. Authorize the Chief Executive Officer and the City Clerk to execute the Agreement.

## **BACKGROUND:**

On July 30, 2001 the City entered into a ten-year agreement with Siemens Industry, Inc. (Siemens) for energy saving HVAC improvements and maintenance program for several City facilities. The initial contract was amended on three occasions to extend its term until January 31, 2012 in order to allow staff time to advertise a Request for Proposal (RFP) to competitively seek the most qualified and cost effective service provider possible.

At the conclusion of the RFP process, two companies submitted proposals. One proposal was incomplete and determined to be non-responsive. At the Council meeting of January 3, 2012, staff brought forward for award, a comprehensive contract with Siemens in the annual amount of \$249,770. Council inquired about the current program and questioned the cost-benefit of the price submitted by Siemens. Following the discussion, the Council continued the item to the meeting of January 17, 2012. At that meeting, the Council extended the contract until July 31, 2012 to allow staff time to evaluate the current program and recommend alternatives.

On March 22, 2012 the City entered into a contract with Race Engineering Corporation, an independent HVAC engineering company, to evaluate and provide a report to the City on the effectiveness and value of the current HVAC maintenance program, specifically addressing the following areas of concern:

- Determine if the current contract provides a complete and effective H.V.A.C. maintenance program and identify any excesses or deficiencies in the scope (if any).
- Determine if the current contract provides a good value for monies being spent.
- Determine if the 'mechanical guarantee' coverage is cost effective or should the City consider a 'time and materials' repair methodology.
- Make recommendations as to how the City might consider subcontracts for various scopes of work should it be deemed more cost effective to do so.
- On-site review of H.V.A.C. systems serving the City Hall, Police Department and the Neighborhood Community Center evaluating the existing electronic, pneumatic and Variable Volume and Temperature (VVT) control systems and the serviceability and accessibility of same.
- Review existing service and repair records within the maintenance proposal parameters and additional costs not included in the existing proposals.

Upon completion of the evaluation, Race Engineering Corporation (Consultant) submitted a report with their findings. See Attachment 1. The report provided the following findings:

- The current specifications and the Request for Proposal recently advertised by the City both provide for a complete and effective maintenance program. The Consultant stated that the current contract appeared to provide a good value for the cost of the program, but the mechanical guarantee may be driving the price higher than necessary. The consultant estimated that minimum maintenance of City HVAC equipment should be approximately \$68,000 per year with an estimated amount of \$85,463 for comprehensive maintenance. With insufficient records available from Siemens it was impossible to determine the actual value of the repairs or equipment replaced each year. The current annual cost of \$185,412 appears high in comparison to the estimate of approximately \$100,000 needed annually for maintenance and repairs, without material costs, according to the report. The Consultant's report also recommended that the City consider a contract without a mechanical guaranty, where the City pays for labor and materials on an as-needed basis. This conclusion is reasonable given the aggressive HVAC equipment replacement program that the Maintenance Services Division has undertaken over the past 10 years. The replacement of a large number of the City's HVAC units over the past few years has resulted in a much lower incidence of failure and repair; supporting a time and material program versus the more costly mechanical guaranty as currently provided by Siemens.
- The Consultant identified only two areas for the City to evaluate for subcontracting; cooling water treatment and routine HVAC filter changes. These may produce some monetary savings, but no estimate was provided.
- The consultant evaluated the current Siemens proprietary building automation control systems currently in place at City Hall and the Police Facility. It was stated in the report that any qualified controls contractor could monitor the existing Siemens control systems. This would not apply to software related problems and upgrades. Parts may be directly purchased from Siemens by the City as needed; since it is Siemens' policy to sell directly to equipment owners, but not independent contractors. The estimated cost to integrate a new control system would be approximately \$66,000. This would allow for the control of Siemens proprietary equipment, but would not replace it.
- The consultant was unable to completely determine the value of the actual work currently provided by Siemens due to the lack of detailed description of the work on

documents provided to the City at the time of maintenance or repairs. Therefore, the actual value of work performed by Siemens could not be calculated for analysis.

Not included in the Consultant's scope of services was any evaluation of the energy efficiency projects completed by Siemens over the life of the current contract or any of the 'value added' work provided in support of the City's energy reduction efforts and solar project development. These are services provided at no additional cost to the City with the current contract and in the Siemens' proposal.

## **ANALYSIS**

The Purchasing Division, in conjunction with the Maintenance Services Division, prepared and advertised a Request for Proposal (RFP) for HVAC maintenance for City Hall and the Police Facility. These facilities were separated from the remaining City facilities as they have a mixture of advanced and dated Building Automation Systems, requiring a higher level of expertise and technical ability than the standard HVAC systems found in other City buildings. The RFP was posted on the City's web site and advertised twice in the Daily Pilot newspaper. Additionally, staff notified five independent vendors that had worked previously with the City in some capacity, to insure they were aware of the opportunity.

The RFP requested proposals on two levels of service, Basic Level and Supplemental Level. The Basic Level of service provided for maintenance and repair of equipment, but does not include advanced technical services or a mechanical guaranty for all moving parts, as the existing contract does. The Supplemental Level of service is a comprehensive, all inclusive contract which includes a mechanical guaranty on equipment.

Three proposals were submitted by the deadline. Siemens, Inc., F.M. Thomas, and Race Engineering Corporation submitted proposals. The proposals were independently evaluated by City staff. The results of the evaluations are shown below:

	Evaluator #1	Evaluator #2	Evaluator #3	Score	Rank
FM Thomas	86	74	90	250	2
Siemens	87	98	94	279	1
Race Engineering	38	20	33	91	3

The proposal by Siemens was the most complete and comprehensive of all three proposals. It was evident that as the current City HVAC contractor, they have a very clear understanding of all the issues and requirements as outlined in the City's RFP. The only area where Siemens, Inc. was not rated the highest was in cost. Their proposed cost for Basic Level of Service as described in the RFP was \$63,128 for the first year, as compared to \$55,200 proposed by F.M. Thomas. The difference of \$7,928 is significant. However, F.M. Thomas would require an additional \$65,816 in the first year to retro-fit the Siemens Building Automation System (BAS), to allow the same level of monitoring and control as the City currently has with the Siemens BAS.

The Siemens' price for the Supplemental Requirements is \$158,044 per year; with F.M. Thomas' price of \$225,000 for the first year. Siemens' total cost with the Supplemental Requirements is lower than F.M. Thomas over the five year life of the initial term of the contract. However, staff is not recommending the award of the Supplemental level of service.

The additional cost for the mechanical guaranty and supplemental services is \$94,916 for the first year as proposed by Siemens and \$169,800 for the first year as proposed by F.M. Thomas. In a change of policy over the management strategy of the past 15 years, staff is recommending that the City pay for repairs or supplemental services on a time and material basis, which is supported by the HVAC Consultant's report. This would allow for the City to seek competitive pricing on all extra work, and not pay a higher annual cost for 'insurance' against equipment failure.

The proposed contract award will result in a net savings to the City of \$94,916, less any costs incurred for repairs experienced annually.

The third proposal, submitted by Race Engineering, Inc. was very minimal and did not address the needs and requirements of the City's RFP. That is reflected in the very low scores for their proposal.

### **ALTERNATIVES CONSIDERED**

1. Council could award the contract to the second most qualified proposer, F.M. Thomas, at an annual cost of \$55,200, for the first year of the contract, with an additional amount of \$65,816 to install control equipment necessary to interface with existing building automation systems.
2. Council could award the contract to Siemens and include the Supplemental Services (mechanical guaranty) in an annual amount of \$158,044 for the first year of the contract. However, staff and the Consultant do not recommend this alternative due to the high cost.
3. Council could award the contract to F.M. Thomas and include the Supplemental Services (mechanical guaranty) in an annual amount of \$225,000 for the first year of the contract. However, staff and the Consultant do not recommend this alternative due to the high cost associated with it.
4. Council could deny the award of the contract and direct staff to re-advertise the RFP. However, the final contract extension with Siemens expires July 31, 2012, at which time their services would end. This would place the City in a tenuous situation without HVAC support or mechanical guaranty and is not recommended.
5. Council could direct staff to evaluate the cost effectiveness of creating an in-house staff to manage and maintain the City's HVAC assets, but it is not anticipated that doing so would save money, and at this time, cannot be done within the available time line.

### **FISCAL REVIEW**

Funding for HVAC services is included in the FY 2012-13 Public Services Department budget.

## LEGAL REVIEW

The City Attorney's Office will prepare the necessary Professional Services Agreement to execute this contract based on the Council action taken.

## CONCLUSION

The award of a five year contract to Siemens, Inc. with three optional one-year extensions will provide high quality HVAC maintenance to the City Hall and Police Facility at a competitive price. This contract will insure that the City's HVAC systems continue to be properly maintained, repaired and programmed to provide the most cost effective heating and cooling possible to City facilities and will include services to integrate technology and innovative solutions whenever possible.



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ERNESTO MUNOZ  
Director of Public Services



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BRUCE HARTLEY  
Maintenance Services Manager

- Attachments:
1. Race Engineering Corporation Report
  2. Request for Proposal for HVAC Maintenance
  3. Company Proposal
  4. Professional Services Agreement

Distribution: Chief Executive Officer  
City Clerk

# City of Costa Mesa

77 Fair Drive Costa Mesa, CA 92628-1200

## Evaluation Report Current H.V.A.C. Program



**Performed  
March 2012**

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April 4, 2012

Mr. Bruce Hartley  
Maintenance Service Manager  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 9268-1200

Dear Bruce,

As requested, during our survey we evaluated the value and effectiveness of your current H.V.A.C. maintenance program based on industry standards. It is our opinion that the current written program (RFP) does provide for a complete and effective maintenance. But do to the location and accessibilities of some of the air handlers; it would be very difficult to perform the maintenance as it is written.

We have also included in this report, for your review, an estimated annual budget to be compared with your existing contract values to determine if current expenditures are appropriate.

Regarding the service and maintenance work orders provided, we were unable to completely determine the actual work provided because of the description of work performed. Therefore, we are unable to establish an accurate value of the repairs. However, we have provided in our recommended annual budget a labor value for the total hours reported for work performed under contract and outside of preventive maintenance work.

Included in this report:

- Sites visited
- Observations and recommendations per site location
- Contract recommendations
- Recommended annual budget
- Equipment list – each site

Thank you for this opportunity to be of assistance. If after the review of this report you have any additional questions, or would like to schedule a meeting with us, please feel free to call us at any time.

# City of Costa Mesa

## Facilities By Location

### **Balearic Center**

1975 Balearic Drive  
Costa Mesa, CA

### **City Hall**

77 Fair Drive  
Costa Mesa, CA

### **Communications Center**

79 Fair Drive  
Costa Mesa, CA

### **Corporation Yard (Old)**

2300 placentia Ave.  
Costa Mesa, CA

### **Corporation Yard (New)**

2310 placentia Ave.  
Costa Mesa, CA

### **Downtown Recreation Center**

1860 Anaheim Ave.  
Costa Mesa, CA

### **Fire Station #1**

2803 Royal Palm Ave.  
Costa Mesa, CA

### **Fire Station #2**

800 Baker Street  
Costa Mesa, CA

### **Fire Station #3**

1865 Park Ave.  
Costa Mesa, CA

### **Fire Station #4**

2300 Placentia Ave.  
Costa Mesa, CA

### **Fire Station #5**

2450 Sakioka Drive  
Costa Mesa, CA

### **Fire Station #6**

2350 Sakioka Drive  
Costa Mesa, CA

### **Historical Society**

1870 Anaheim  
Costa Mesa, CA

### **Mesa Verde Library**

2969 Mesa Verde Drive East  
Costa Mesa, CA

### **Neighborhood Community Center**

1845 Park Ave.  
Costa Mesa, CA

### **Police Facility**

99 Fair Drive  
Costa Mesa, CA

### **Police Substation**

567 W. 18th Street  
Costa Mesa, CA

### **Senior Center**

695 W. 19th Street  
Costa Mesa, CA

## City Hall

### Observation

- Air handler in the basement serving the computer room was extremely dirty and needs cleaning.

### Recommendation

- All air handlers (18 total) need to be disassembled and inspected, (repairs made as needed, if any)

### Observation

- Zones #2 & #4 on 1<sup>st</sup> floor need to have the fan shaft bearing inspected

### Observation

- Found broken pneumatic thermostat on the 4<sup>th</sup> floor and electric reheat thermostat not energizing the contactor.

### Recommendation

- All reheat zone locations be identified on a floor plan and each zone be inspected for proper operation.

### Observation

- Complaints of shortage of air circulation at the end of the duct runs.

### Recommendation

- Possible duct inspection for down damper or duct breakages. Air balancing may be required.

### Observation

- BAC cooling tower has had water flow issues.

### Recommendation

- This needs to be addressed as soon as possible. Clean strainers and spray nozzles.

Observation

- Some of the outside air dampers are not working.

Recommendation

- All dampers need to be serviced and repaired prior to warm weather.

Observation

- Expansion tank in basement has no air cushion.

Recommendation

- Check operation of water make-up, drain tank to proper level for expansion.

**Police Department**

Observation

- Air handler in basement has no air filter.

Recommendation

- Install filters

**Mesa Verde Library**

Observation

- Trane package unit needs to have the condenser coil cleaned.

**Fire Station #1 Fire Prevention**

Observation

- #4 Carrier fan coil unit has been disconnected. Condensing units serving fire prevention are very old and will need replacing.

**Fire Station #2**

- Unit seems to be operating normally at this time.

### **Fire Station #6**

- Natural gas is turned off at A/C #4
- Swamp cooler is isolated.

### **Fire Station #5**

- Unit needs to have a complete set of air filters and filter pulls.

### **Historical Society**

- Equipment appears to be operating normally at this time. Customer says a coil on F.C. #1 needs replacing.

### **Fire Station #4**

- Carrier package unit noisy. Check supply fan R.P.M S.

### **Old Corporation Yard**

- Equipment appears to be in good condition.

### **New Corporation Yard**

- Supply fan door needs to be repaired
- Access door for the air handler needs to be installed in the hallway.

### **Balearic Center**

- Heater number one is disconnected.
- Heater number two – fan interlock needs to be repaired.
- Heaters are very old.

### **Fire Station # 3**

- Swamp cooler is off and isolated.

### **Senior Center**

- All air filters are dirty and need replacing.
- Unit #8 O.S.A. panel is off.
- Kitchen Greenheck M/U fan needs complete inspection.
- Make-up air swamp cooler is off.

### **Communication Building.**

- Equipment appears to be in good condition

### **Neighborhood Community Center**

- O.S.A. filter needs replacing
- A/C #1 is off on heat failure.
- M/U air unit for kitchen is off.
- A/C unit for kitchen unit needs new condenser coil.
- Fan bracket broken – turned off unit.

### **Police Substation**

- A/C needs new condenser.

### **Downtown Recreation Center**

- Economizer (multi purpose room) not working.

### **Control Systems, Pneumatic and Honeywell Control Systems**

Regarding the review of the control systems, the electronic, pneumatic and Honeywell control systems are serviceable and accessible through the front end computer located in Doug Lovell's office. If Siemens only parts are required, they can only be obtained by the end user (City of Costa Mesa) and or installed by local contractor or city personnel. If the front end computer is replaced, the new control computer can be inter-faced with the individual Siemens points. This will provide a non-proprietary control system.

### **Contract Recommendations**

It is always our position to have only one contractor involved in the service and or repair of your H.V.A.C. systems. But in the interest of value management, the following options can provide a cost savings.

- City of Costa Mesa to contract directly with the Water Treatment Company. This will eliminate the sub-contractor mark-up. Your H.V.A.C. contractor can monitor this work and advise city personnel of any deficiencies.
- Contract with a filter company only to replace air filters on a quarterly basis; leaving the technical inspection for your H.V.A.C. with the contractor. We would also recommend that the annual 12" filter replacement be performed by your H.V.A.C. contractor.

Frequency	60-Day	Quarterly	Annual	Semi-annual	Bi-Annual	Quarterly	Monthly	Compressor Annuals			Extn. Total Annual
								Not Included	Included	Not Included	
1	Balearic Center	1,875									1,875
2	City Hall	5,700	9,495				3,250				18,445
3	Communication Center		1,805	985							2,790
4	Corporation Yard (Old)		1,175								1,175
5	Corporation Yard (New)		1,600								1,600
6	Downtown Recreation		2,810	1,610							4,420
7	Fire Station #1		2,000								2,000
8	Fire Station #2		2,055								2,055
9	Fire Station #3		2,110	368							2,478
10	Fire Station #4		1,650								1,650
11	Fire Station #5		1,860	655							2,515
12	Fire Station #6		2,205	1,088							3,293
13	Historical Society		1,600								1,600
14	Mesa Verde Library		2,405								2,405
15	NCC		3,510	655							4,165
16	Police Facility	5,700	4,554	3,914			3,250				20,778
17	Police Substation		1,935								1,935
18	Senior Center		8,450	1,835							10,285
Extn. Total - Category		11,400	53,094	3,914	10,555	-	6,500				85,463

Labor Hours Inside Contract - Outside Maintenance

157.8 @ \$90.00 per hour

14,202

**City of Costa Mesa  
Equipment List All Facilities**

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Model Number</u>	<u>Qt.</u>
Balearic Center				
	Hayes	Package Unit	210SED-CF	3
City Hall				
	BAC	Cooling Tower	VXT150C	1
	Turbocore	Frictionless Compressor		3
	Carrier	Package Unit	50HS-042	1
	Worthington	Reciprocating Chiller	LKS202942	2
	Lawson	Blower		1
	Worthington	Air Handlers		18
	Various	Chilled Water Pumps		3
	Various	Condenser Water Pumps		3
	Control Air	Compressor and Dryer		
		PXM Controller		1
		Unitary Controllers		10
		Terminal Equip. Controllers		11
City Hall (Print Shop)				
	Carrier	Package Unit	50HS-042	1
	Lennox	Package Unit		1
Communications Center				
	Carrier	Package Unit	48GL036620	1
	Carrier	Package Unit	48GH0065	1
	Carrier	Package Unit	50YH024	1
	Carrier	Package Unit	48DP012	1
	Loren Cook	Exhaust Fans		5
Old Corp. Yard				
	Carrier	Package Unit	48GSN060090301	1
New Corp. Yard				
	Lennox	Package Unit	HS16-651	1
	Lennox	Split Unit	GS15Q4/5X	1
	Lennox	Heating	GS15Q3/4X	1
Downtown Rec Center				
	Carrier	Package Unit	48HJE012	1
	Carrier	Package Unit	48HJE006	1
	Carrier	Package Unit	48HJE008	1
	Carrier	Package Unit	48HJE004	1
	Cook	Exhaust	150 ACRU 5B	1

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Model Number</u>	<u>Qt.</u>
	Cook	Exhaust Fan	150 ACE B 135 C3B	
	Cook	Exhaust Fan	150 ACE B 135 C2B	3
	Cook	Exhaust Fan	GEM GN 340	2
	Cook	Exhaust Fan	Little Gem II	2
	Modine	Make up air untis		4
Fire Station #1				
	Janitrol	Condenser Unit	440363	2
	Janitrol	New Heaters & Evaporative Coil	24-100	2
	Carrier	Gas Heaters	58ZAV075	4
	Mitsubishi	Package Units		4
	Mitsubishi	Condenser Units		2
	Mitsubishi	Evaporative Units		2
	Whirlpool	Package Unit	AEF120	1
	Various	Exhaust Fans		3
	Misc.	Wall Furnaces		
Fire Station #2				
	BDP	Split Condenser & Evap. Unit	569bb060	1
	BDP	Split Condenser & Evap. Unit	396GAW0	1
	Misc.	Wall Furnaces		
Fire Station #3				
	Carrier	Package Unit	50NQ024	2
	BDP	Package Unit	542037	1
	BDP	Package Unit	542D02	1
	Greenheck	Kitchen Exhaust Fan		1
	Illegible	Evaporative Cooler		1
	Reznors	Unit Heater		2
Fire Station #4				
	BDP	Package Unit	559EJ030	1
	BDP	Package Unit	569BB060	1
	BDP	Package Unit	396AW060	1
Fire Station #5				
	Trane	Package Unit	FBY200G	1
	Illegible	EC		1
	Illegible	Exhaust Fan		2
Fire Station #6				
	Carrier	Package Unit	48DJD006530	1
	Carrier	Package Unit	48DJE004510	2
	Carrier	Package Unit	48DJD00510	1
	Various	Exhaust Fans		5
Historical Society				
	Day Night	Package Unit	567C060	1
	Day Night	Package Unit	5277C	1

<b>Location</b>	<b>Make</b>	<b>Type</b>	<b>Model Number</b>	<b>Qt.</b>
Mesa Verde Library				
	Climatrol	Package Unit	URH08300	1
	Climatrol	Package Unit	URH103007	1
Neighborhood Com. Cntr.				
	Lennox	Package Unit	GCS8E	4
	Lennox	Package Unit	GCS3	2
	Essick	Evaporative Cooler/Heater Kitchen		1
	Twin City	Exhaust Fan		1
	Automation	Field Level Network Controller		1
		Terminal Equipment Controllers		6
Police Department				
	Turbocore	Frictionless compressor		2
	BAC	Chiller NOTE: Abandoned Chiller	FXT 160	1
	Carrier	Package Unit	50LJQ	1
	Data Air	Computer Room Unit	CAW1034	1
	Baldor	Condenser Water Pump		3
	Baldor	Chilled Water Pump		3
	TBA	Boiler		1
	Various	Exhaust Fans		14
	LAN	Pneumatic Tube System		1
		Control Air Compressor & Dryer		
	Various	Air Handling Units		14
	Various	Shooting Range Upgrade Equipment		
Police Sub Station				
	Rheem	Package Unit	RPNA-048A000	1
	Rheem	Package Unit	RPNA-06000	1
	Rheem	Package Unit		1
Senior Center				
	Carrier	Package Unit	40AQ018	2
	Carrier	Package Unit	48DJD004	3
	Carrier	Package Unit	48DJD005	1
	Carrier	Package Unit	48DJD006	1
	Carrier	Package Unit	48DJD007	1
	Carrier	Package Unit	48DJD008	1
	Carrier	Package Unit	48DJ009	2
	Carrier	Package Unit	48DJ007	1
	Carrier	Package Unit	48DJE012	1
	Carrier	Package Unit	48DJE014	1
	Cook	Exhaust Fan		8
	Esick	Tri-Temp 175L Make up air unit		



**REQUEST FOR PROPOSAL FOR  
MUNICIPAL FACILITY HVAC MAINTENANCE  
AT CITY HALL AT 77 FAIR DRIVE & POLICE  
DEPARTMENT AT 99 FAIR DRIVE**

**Public Services Department  
CITY OF COSTA MESA**

**Proposal No. 1147**

**Released on April 18, 2012**

## **MUNICIPAL FACILITY HVAC MAINTENANCE REQUEST FOR PROPOSAL (RFP)**

### **1. BACKGROUND**

The City of Costa Mesa is seeking a well qualified firm to provide a comprehensive heating-ventilation-air conditioning HVAC maintenance and repair program for a City Hall and the Police Department. The work will include the provision of a total maintenance/management program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for City employees and the public.

### **2. SCHEDULE OF EVENTS**

This Request for Proposal will be governed by the following schedule:

Release of RFP	April 18, 2012
Pre-proposal Meeting / City Hall – 10:00 am	April 26, 2012
Deadline for Written Questions	May 03, 2012
Responses to Questions Posted on Web	May 10, 2012
Proposals are Due	May 14, 2012
Proposal Evaluation Completed	May 21, 2012
Approval of Contract	June 19, 2012

### **3. SCOPE OF WORK – STANDARDS AND SPECIFICATIONS**

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

#### **SERVICES TO BE PROVIDED**

It is the Proposer's responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all facility HVAC maintenance functions during hours of maintenance and for response after

normal working hours. Proposer's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

### **ADDITIONAL SUPPLEMENTAL COVERAGE**

Contractor shall repair or replace failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The City shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered under repair or replaceable.

Non-moving parts such as boiler tubes, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

### **PRICING TABULATION SHEETS**

Prices as stated on the Building HVAC Maintenance Pricing Sheet (Exhibit B) shall be all inclusive for services as specified in this Proposal.

### **HVAC MAINTENANCE STAFFING LEVELS**

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repair at designated City facilities.

Staffing levels should include staff that is certified and proficient in the complete maintenance and repair of Turbocore chiller systems, air handlers, pneumatic systems, and a variety of package HVAC units. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) hour working day from the date of the automated request or assignment by the City Representative.

The journey-level worker(s) shall be proficient in the following trades:

- All mechanical, electronic and pneumatic aspects of chilled water systems
- Turbocore chiller systems
- ADD drives
- Air handling systems
- The interface and control of existing Siemens proprietary systems

## **BILLABLE WORK**

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Representative for consideration and approval prior to work being completed.

## **SECURITY BACKGROUND CHECK OF PERSONNEL**

Contractor is required to provide security checks for all personnel assigned to work under this contract. Security checks will be coordinated through Costa Mesa Police Department (CMPD). CMPD will run security checks of all personnel assigned to work under this contract. The records check will include finger printing, Department of Justice (DOJ) wanted person system check, California Driver's License check, Orange County warrant check and review of any local record. The City will be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by the contractor. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

The following information must be provided to the City Representative no less than 30 days prior to any employee's start of work:

- Full Legal Name
- Social Security Number
- California Driver's License or Identification Number
- Birth Date
- Current Valid Address

## **SUBCONTRACTING**

No portion of the work covered by these specifications may be subcontracted or assigned without prior approval of the City Representative. Requests to subcontract all or any portion of services required by this contract will be submitted to the City Representative, at least thirty (3) days in advance of the proposed effective date of the subcontract. Proposer shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor providing services shall have successfully passed a background check prior to commencing work and must meet the City's insurance requirements. Contractor shall bear all expenses of any subcontractor background checks and any required insurance.

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

**Damages:** The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

**Tools and Equipment:** The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems in City buildings. The City of Costa Mesa reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

**Inspections and Remedies:** So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of HVAC systems to ensure compliance with the contract specifications. A monthly inspection report will be communicated to the Contractor for review and corrective action for any deficiencies found. During the following month's inspection, the City Representative will re-inspect the deficient areas. A meeting shall be held monthly between Contractor and City Representative prior to invoices being submitted for payment, to confirm the work performed meets specifications; and/or to discuss any other pertinent issues. Any deficiencies not corrected will have a dollar value assigned, represented as a percentage of the billed amount, and that dollar amount will be deducted from the monthly payments until the reported deficiency has been corrected to the satisfaction of the City Representative.

## **EMERGENCY CALL OUT SERVICE**

Contractor shall provide 24 hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities included in this specification. Hours shall be Monday through Friday 5:00 p.m. to 6:00 a.m. and 24 hours each day on weekends and Holidays. Contractor shall have working personnel on-site within 1 hour of the call-out, or respond by telephone to the City Representative within ½ hour if the problem is capable of being corrected through the use of a computer/modem to alleviate the source of complaint.

## **HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE AND MONITORING**

- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all City facilities.

- Contractor shall monitor computer control systems for Siemens control panel, contacting the Siemens customer service center if problems are observed.
- Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
- Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on chillers and boilers, with service to be provided by Proposer.
- Contractor shall review the Proposer contract and through monitoring and inspections verify that the following services are provided:
  - For cooling towers: disassemble screens and access panels for inspection, inspect the tower fill, support structure, sump and spray nozzles, fill valve, gear box, drive coupling, fan blades, and motor bearings; clean starter and cabinet; inspect wiring; check motor starter contacts for wear and proper operations; megger test the motor and log readings; and check the condition of the contactor, and log observations.
  - For pumps: lubricate bearings semi-annually. Inspect couplings and check for leaks. Investigate unusual noises.
- Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all City facilities not covered under Proposer contract.
- Contractor shall inspect, provide oversight and documentation that all City owned facilities under contract with Proposer are receiving required work.
- Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests to Proposer.

## **ADDITIONAL CONTRACTOR REQUIREMENTS**

- Contractor shall show evidence of presently serving at least three municipal customers.
- Contractor shall hold current C10 and C20 licenses.
- Contractor shall provide HVAC employees that possess a State of California Joint Journeyman Apprentice Training Center certification; Automation specialists that are continually factory trained or Siemens Apogee Building Automation System, and must be able to provide monthly operator coaching and on-site training of select personnel, certified in servicing Turbocore chillers and ABB Drives.
- Contractor shall have in its employ at least 10 full-time journeymen-level mechanical personnel and factory-trained automation specialists.

- Service specialists and technicians shall normally be dispatched from a local headquarters or branch within a 15 mile radius from the City boundary line of the City of Costa Mesa.
- Contractor shall provide HVAC data protection and recovery services, control loop tuning, and Siemens software updates for the Siemens automation system.
- Contractor shall maintain a minimum fleet of 50 vehicles within the area they serve.
- Contractor shall implement measures to remotely access the Siemens workstation for emergency service.
- Service Automation specialists shall demonstrate familiarity with Siemens Apogee revision 3.11.
- Contractor shall upgrade the Apogee stem with the latest revisions, as they become available.
- Contractor shall provide emergency access 24 hours a day / 7 days a week, Monday through Sunday.
- Service specialists and technicians shall normally be dispatched from a local headquarters or branch within a 15 mile radius from the City boundary line of the City of Costa Mesa as defined in the most current Thomas Guide map.
- Contractor shall supply their staff with their agency uniform and photo identification tags that will be worn at all times. Uniforms shall display the Contractor logo and employee first or last name shall be clearly visible.
- Contractor shall provide MSDS sheets to City in a complete "Right to Know" binder for all products used in City facilities. City will determine location of "Right to Know" books.

## **SPECIFIC SERVICES**

### **Annual Maintenance**

Proposer will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Proposer will also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment Section beginning on Page 16 of this document.

### **HVAC Air Filter Changing Service**

This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for approval by the City Representative to adjust the frequencies and any associated price.

### **Air Cooled Condenser Coil Cleaning**

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

### **Evaporator Coil and Cleaning**

Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the proposer and the City Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

### **Refrigerant Oil Analysis**

Proposer will perform Spectro-chemical refrigerant oil analysis and trend oil condition that identifies contaminants and possible system malfunctions caused by wear of moving parts, such as bearings and shafts. This predictive wear analysis provides early identification of problems prior to them becoming unplanned and costly. Based on the oil analysis results, proposer will recommend when oil changes are needed, and may make other recommendations regarding the operation and maintenance of your chiller plant. This service reduces the amount of waste oil generated. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement (see Page 16).

## **Cooling Tower Drain and Refill**

Proposer will remove the condenser water from HVAC systems after cooling season to prevent possible damage and expensive repairs caused by water freezing during winter months, and refill the system prior to spring start-up. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

## **Operating Inspection**

Proposer will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the provided List of Maintained Equipment (see Page 16).

## **Operating Inspection – Heating**

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement (see Page 16). This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

## **Operating Inspection - Cooling**

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement (see Page 10). This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

## Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

### Rooftop Packaged Units

1. Filters changed quarterly on a minimum basis or as required.
2. Preventative maintenance service to be performed quarterly.
3. Lock out and tag out equipment as required.
4. Check all electrical wiring, connections. Tighten as required.
5. Check all motor starter contactor surfaces for wear.
6. Clean electrical control enclosures.
7. Lubricate air handling unit motor bearings and fan bearings, if applicable.
8. Check air handling unit belts for wear.
9. Check belt tension and sheave alignment.
10. Change belt and change as required.
11. Check condition of evaporator coils. Chemically clean as required.
12. Check and clean condensate drains, drain line and pan annually.

### Reciprocating Compressors

1. Preventive maintenance shall be performed quarterly.
2. Lock out and tag out equipment as required.
3. Check all electrical wiring and connections. Tighten as needed.
4. Check starter contactor surfaces for wear.
5. Visually leak check compressor and associated refrigerant piping annually.
6. Clean exterior of compressor.
7. Check operation of crankcase heater.
8. Meg-ohm motor from starter and record annually.
9. Check and calibrate all safety and cut-out devices.
10. Check and adjust compressor capacity controls.
11. Check, calibrate and adjust all operational controls.
12. Remove compressor oil sample, perform Spectro-chemical test on oil annually.

### Exhaust Fans

1. Preventative Maintenance.
2. Lock out tag out equipment as required.
3. Check all electrical wiring and connections and tighten.
4. Check all motor starter contactor surfaces for wear.
5. Clean starter and electrical control enclosures.
6. Lubricate motor bearings and fan bearings.
7. Check exhaust fan belts for wear, replace as required.

8. Check belt tension and sheave alignment. Adjust as required.
9. Inspect exhaust fan unit assembly.
10. Check all mounting hardware. Tighten as required.

#### Pneumatic Air Compressors

1. Quarterly inspect unit, check for rust spots, oil leaks and general condition of unit.
2. Drain tank, check auto drain.
3. Check belt, adjust tension and sheave alignments. Replace if necessary.
4. Meg-ohm megor and record annually.
5. Check starter wiring and contacts.
6. Check motor amperage and voltage.
7. Check intake air filter, replace as required.

#### Package, Gas Heat Electric Cool

1. Preventive maintenance.
2. Change filter quarterly on a minimum basis. Increase as necessary.
3. Check unit voltage and record.
4. Lubricate motors as required.
5. Check and adjust burners for proper flames.
6. Check for proper combustion and flue gas relief.
7. Record discharge temperature, heating and cooling modes.
8. Record return air temperature.
9. Check and adjust operating and safety controls.

#### Air Handler

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check starter contacts for excessive wear.
4. Tighten all starter wire connections.
5. Check belts, adjust or replace as needed.
6. Check belt tension and sheave alignment. Adjust as required.
7. Meg-Ohm motor and record annually.
8. Check fan motors amps.
9. Clean and lubricate unit motor bearings and fan bearings.
10. Check operation of economy dampers.
11. Lubricate all dampers and linkages as necessary.
12. Check operation of static vane (if applicable).
13. Visually check all coils for leaks (annually).
14. Check and record all coil delta T (annually).
15. Inspect all mounting hardware, tighten as needed.

### Multi-zone Air Handler

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check fan motor amps.
4. Clean and lubricate components.
5. Check operation of economy dampers.
6. Check operation of static vane or dampers.
7. Check operation of zone dampers.
8. Check and adjust operating and safety controls.

### Package Chiller Annual

1. Lockout tag out equipment.
2. Check condenser / Barrel tubes.
3. Check Chiller barrel tube.
4. Check and record unit amp draw.
5. Check unit voltage and record.
6. Check unit pressures and record.

### Chiller with Reciprocating Compressors

1. Visually inspect equipment condition and operation.
2. Check for unusual vibration, noise, excessive temperatures and refrigerant leaks.
3. Check unit voltage and record.
4. Check unit operate and records.
5. Check unit operating hours and record.
6. Check condenser pressure and record.
7. Check evaporator pressure and record.
8. Check oil sump sight glass.
9. Record chilled water inlet temperature.
10. Record chilled water outlet temperature.
11. Check condenser water inlet.
12. Check condenser water outlet temperature.
13. Check compressor starter contacts for abnormal wear.

### Variable Frequency Drive

1. Check unit operation quarterly.
2. Check fault history report.
3. Check operation of manual bypass.
4. Verify drive signal increase and decrease.
5. Check and tighten all electrical connections.
6. Check starter contacts for wear.

### Computer Room Air Conditioning Units

1. Check all electrical wiring and connections. Maintenance is performed bi-monthly.
2. Check filters quarterly as a minimum.
3. Check all electrical wiring and connections. Tighten as necessary.
4. Check starter contactor surfaces for wear.
5. Check compressor amps and record.
6. Check sight glass for moisture level.
7. Check operation of crankcase heater.
8. Lubricate condenser fan motor and fan bearings.
9. Check condition of condenser coil, clean as necessary.
10. Check belts for wear, replace as required.
11. Check and adjust compressor capacity controls.
12. Lubricate indoor fan motor and bearings.
13. Check humidifier for proper operation.

### Boiler

1. Check boilers for proper operation. Discuss any problems with buildings operating engineering staff.
2. Check and use boiler viewport to check main burner flame.
3. Turn off and secure boiler.
4. Check boilers for any unusual noise or vibration.
5. Inspect gaskets for any signs of leaks.
6. Examine the venting system.
7. Remove and/or inspect gas pilot assembly. Reinstall in accordance with recommended specifications and tolerances.
8. Check boiler circulating pumps for proper operation and lubricate.
9. Check flame safeguard control for pilot and main flame ignition.
10. Check operation of blower motor and circuitry.
11. Check operation of gas valves and vents.
12. Inspect and tighten all electrical connections.
13. Check and adjust all boiler limit pressure controls and running interlocks.
14. Check operation and adjust low water controls.
15. Check burner, pilot and main flame ignition.
16. Check and oil combustion air fan.
17. Check expansion tank and site glass.
18. Check and record all entering and leaving water temperatures and pressures.
19. The boiler room shall be left in the same condition as existed prior to start of the work.
20. Refer to equipment O&M manual for any maintenance clarifications.
21. Complete onsite service log and PM checklist.

## **HVAC SERVICES – PNEUMATIC**

### **Preventive Maintenance**

Proposer will provide quarterly preventative maintenance on Pneumatic Air Compressors that responds to changes in mechanical component performance, building use, and climatic conditions. Service shall be in accordance with a program of standards as recommended by equipment manufacturers' recommendations.

## **HVAC SERVICES – WATER TREATMENT**

### **Water Treatment Services**

Proposer will provide industrial water treatment to manage four main problem areas: scaling, corrosion microbiological activity and disposal of residual wastewater. Water treatment services will extend equipment life, provide operational efficiency, minimized downtime and control water born disease such as Legionnaires. Proposer will perform water treatment service for both hot water and chilled water loops at the Costa Mesa City Hall and Police Department Facilities. This service will be completed monthly.

## **HVAC SERVICES – INFRARED SERVICE**

### **Infrared Electric Panel Inspection**

The Infrared inspection will be provided as it is an important form on non-destructive testing that has become an indispensable predictive maintenance tool for electrical service panels. It shall be performed with a portable infrared imaging system, this equipment detects infrared energy (heat) emitted from an object and displays it as a dynamic thermal image. Using the IEEE/ANSI Standard, this inspection aids in the evaluation of component temperatures. Proposer will perform a biennial infrared scan of main electrical panels at City Hall and the Police Department. A detailed report will be provided upon completion of onsite scan.

## **ENERGY SERVICES**

### **Energy Optimization Services**

Proposer will perform a benchmark analysis that compares a building's energy performance against industry recognized benchmarks and provides facility owners and operators with an objective assessment of facility performance and a valuable starting point to identify and quantify the value of energy conservation efforts through the Benchmark Report, proposer will create an energy baseline and obtain, if applicable, an ENERGY STAR Performance Rating utilizing Energy Star Portfolio Manager to generate a Statement of Energy Performance. This rating compares our building's performance

against buildings of similar type and operating characteristics in similar climate zones. This report will provide key data points in addition to an ENERGY STAR Performance Rating including Energy Usage Intensity (EUI), Energy Cost Intensity (ECI), and the facility's Greenhouse Gas Emissions.

If our facility is not eligible to receive an Energy Star Performance Rating due to the building type or usage the benchmark will compare facility performance versus the Department of Energy's Commercial Buildings Energy Consumption Survey (CBECS) data or the best alternative industry benchmark that is available. Based on current performance, the benchmark will indicate if the facility meets existing LEED energy performance requirements, and the number of points that could be obtained if pursuing LEED certification through the U.S. Green Building Council.

In addition, Proposer will conduct a detailed analysis of facility interval meter data, when available from site metering and/or the utility provider. This enables us to gain further insight into facility performance, and provide a snapshot report to help understand performance and pinpoint areas for operational efficiency. Based on current energy consumption and prices, proposer energy analysts will suggest potential improvement measures and quantify the impact on energy usage, cost savings and GHG reductions.

### **LEED Impact**

An Energy Star Performance Rating of 69 is required to meet the LEED for Existing Buildings: Operations & Maintenance (LEED ED) prerequisite (Energy & Atmosphere Prerequisite 2: Minimum Energy Efficiency Performance), and a minimum score of 71 is required to obtain incremental points beyond the prerequisite (Energy & Atmosphere Credit 1: Optimize Energy Efficiency Performance). For buildings that are not eligible for an ENERGY STAR Performance Rating, the LEED EB prerequisite requires a building to be 19% above the National Average, and a minimum of 21% above the National Average in order to obtain incremental points. In each case, up to 18 LEED EB points are available by documenting superior facility performance versus an industry benchmark. For detailed LEED requirements, refer to the LEED for Existing Buildings Operations & Maintenance Reference Guide, 2009 Edition.

### **Energy Budgets and Forecasts**

Proposer will collect historical energy data either from the Customer directly or through the utility company with authorization from the City Representative. The minimum historical data required for this service will be the data existing for the past 12 months but 3 years historical data will be requested and is preferred. Proposer will use this data to project energy consumption patterns based on the Customer's operations. Future energy volumes will be priced according to the market per commodity. Proposer will use this pricing to produce a forecasted budget.

## Technology and Energy Audits

Proposer will review the City's HVAC system, evaluating the current use of our HVAC system and what may have been changed or been modified in our daily facility operation that impacts the effectiveness of the system. Proposer will review applicable building control technologies, suggest possible new strategies on technologies that could be implemented to enhance our current system, and consider what changes, enhancements and/or upgrades should be made to facilitate our future plans. In addition, recommendations should be made about adding and/or modifying applications, sensors, points panels and/or software where needed to improve building operation and performance. Proposer will interface with the local utilities to determine possible incentives and rebates. Once the review is completed, a written report of the findings and recommendations will be provided during a scheduled meeting annually.

### HVAC EQUIPMENT LIST

#### POLICE DEPARTMENT – 99 FAIR DRIVE

Turbocore	Frictionless compressor
Turbocore	Frictionless compressor
Chiller BAC	FXT 160 Cooling Tower Worthington (Abandoned Chiller)
Carrier	50LJQ Package Unit
Data Air	CAW1034 Computer Room Unit
Baldor	(3) Condenser Water Pumps
Baldor	(3) Chilled Water Pumps
TBA	Boiler
Various	(14) Exhaust Fans
LAN	Pneumatic Tube System
	Control Air Compressor & Dryer
Various	(14) Air Handling Units
Various	Shooting range upgrade equipment included; excludes exhaust filters.
	Modular Equipment Controller (3)
	Terminal Equipment Controllers (78)

#### CITY HALL – 77 FAIR DRIVE

BAC	VXT150C Cooling Tower
Turbocore	Frictionless compressor
Turbocore	Frictionless compressor
Turbocore	Frictionless compressor
Carrier	50HS-042 Package Unit
Worthington	LKS202942 Reciprocating
Worthington	LKS202942 Reciprocating Chiller

Lawson	Blower
Worthington	(18) Air Handlers
Various	(3) Chilled Water Pumps
Various	(3) Condenser Water Pumps

Control Air Compressor & Dryer  
PXM Controller  
Unitary Controllers (10)  
Terminal Equipment Controllers (11)

#### **CITY HALL PRINT SHOP – 77 FAIR DRIVE**

Carrier	50HS-042 Package Unit
Lennox	Package Unit

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested Contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder’s response:

- A. **Vendor Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Contractor’s office located nearest to Costa Mesa, California and from the office from which the project will be managed.
- B. **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- i. An implementation plan that describes in detail (1) the methods, including controls by which your firm manages projects of the type sought by this RFP; (2) methodology for soliciting and documenting views of internal and external stakeholders; (3) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- ii. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- iii. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- iv. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- v. Firms and individuals wishing to be considered shall include in their submission the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- vi. Proposers shall disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. Any past or current business relationship does not disqualify the firm from consideration.

D. **Staffing:** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the above project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. **Qualifications:** The information requested in this section should describe the qualifications of the firm, key staff and sub-Contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- i. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- ii. A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

iii. Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

1. Client name
2. Project description
3. Project start and end dates
4. Client project manager name, telephone number, and e-mail address

F. **Fee Proposal:** Proposer shall complete and submit pricing sheet (Exhibit B) and include such additional information as necessary to allow the City to complete an evaluation of the competitiveness of the proposal.

## 5. PROCESS FOR SUBMITTING PROPOSALS

### **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

### **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

### **Number of Proposals**

Submit four (4) copies plus one (1) disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

**Submission of Proposals: *Complete written proposal must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T.) on Monday May 14, 2012 to the address below. Proposals will be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.***

City of Costa Mesa  
City Clerk's Office  
77 Fair Drive

Costa Mesa, CA 92628-1200

**RE: REQUEST FOR PROPOSAL FOR MUNICIPAL FACILITY HVAC  
MAINTENANCE AT CITY HALL AT 77 FAIR DRIVE & POLICE DEPARTMENT AT  
99 FAIR DRIVE  
PROPOSAL NO. 1147**

## **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

John Aguilar, Facility & Equipment Supervisor  
[john.aguilar@costamesaca.gov](mailto:john.aguilar@costamesaca.gov)

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting office listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of the RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

## **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, as its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## **6. EVALUATION CRITERIA**

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Costa Mesa may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements.
- B. Understanding of the project.
- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
- D. Educational background, work experience, and directly related consulting experiences.
- E. Price.
- F. References.

The City may also contact and evaluate the bidder's and sub-Contractor's references; contact any bidder to clarify and response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent

to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

## **7. STANDARD TERMS AND CONDITIONS**

### **Amendments**

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa Official City Web Site – Business – Bids & RFP's; bidders should check this web page daily for new information.

### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

### **Contract Discussions**

Prior to Award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm.

### **Confidentiality Requirements**

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

### **Financial Information**

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

**Indemnification**

Proposer(s) shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability arising from or based on bidder's violation of any existing or future State, Federal, and local laws, ordinance, regulations, order or decrees pertaining to bidder's submittal.

Proposer(s) agree(s) to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury or death of any person (proposer's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of proposer shall be reduced by an amount proportional to the active negligence of City, if any.

Proposer shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal, or local laws applicable; and contractor shall indemnify and hold harmless the City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the City for or on account of any liability under or failure to comply with any said laws which may be incurred by reason of any work performed under this contract by proposer or any subcontractor or others performing on behalf of proposer.

The City does not, and shall not waive any rights against proposer(s) which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with the City by contractor of any or all of the required insurance policies.

The hold harmless agreements by proposer(s) shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, be reason of the operations of proposer or any subcontractor or others performing on behalf of proposer, whether or not such insurance policies are applicable.

Proposer(s) shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of proposer(s) and shall incorporate identical indemnity provisions in all contracts between proposer(s) and his/her subcontractors.

In the event that proposer(s) and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of proposer(s), or by a

dangerous condition on City's property created by proposer(s) or existing while the property was under the control of proposer(s), proposer(s) shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

**Insurance Requirements**

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified below. Failure to furnish the required certificates within the time allowed could result in forfeiture of the Proposal Security.

Proposer(s) shall not commence work under this contract until he/she has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall proposer(s) allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of proposer(s) to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B. and C. above. Said evidence shall be to the City of Costa Mesa's Risk Management's satisfaction.

**WORKERS' COMPENSATION INSURANCE:** Proposer(s) shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, proposer(s) shall require all subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be cancelled without thirty (30) days advance written notice of such cancellation to City.

Proposer(s) is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

**LIABILITY INSURANCE COVERAGE:** Proposer(s) shall obtain and maintain during the life of this contract the following insurance coverage:

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury. Automobile liability, including owned, hired, and non-owned vehicles.

The above insurance coverage's shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.

Endorsements to the policies providing the above insurance shall be obtained by proposer(s) adding the following three provisions:

Additional insureds: (For Commercial General Liability only)

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

Notice:

"Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City."

Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the proposer(s) or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require proposer's insurance carrier(s) to be admitted insurers in the State of California.

**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

#### WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5146-22)

# **EXHIBIT A**

## **City of Costa Mesa**

### **MUNICIPAL HVAC FACILITIES LOCATIONS**

## HVAC SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS

<b>BUILDING/FACILITY</b>	<b>ADDRESS</b>	<b>SQUARE FOOTAGE</b>
City Hall	77 Fair Drive	73,341
Police Facility	99 Fair Drive	50,646

# **EXHIBIT B**

## **City of Costa Mesa**

### **BID PRICING SHEET**

**BUILDING HVAC MAINTENANCE BID PRICING**

<b>BUILDING</b>	<b>ADDRESS</b>	<b>MONTHLY LABOR HOURS</b>	<b>TOTAL MONTHLY COST</b>	<b>ANNUAL COST</b>
City Hall	77 Fair Drive		\$	\$
Police Facility	99 Fair Drive		\$	\$

**BUILDING HVAC SUPPLEMENTAL SERVICES BID PRICING**

<b>BUILDING</b>	<b>ADDRESS</b>	<b>MONTHLY LABOR HOURS</b>	<b>TOTAL MONTHLY COST</b>	<b>ANNUAL COST</b>
City Hall	77 Fair Drive		\$	\$
Police Facility	99 Fair Drive		\$	\$

**SIEMENS**

May 18, 2012

City of Costa Mesa  
City Clerk's Office  
77 Fair Drive  
Costa Mesa, CA 92628-1200

Re: Request for Proposal for Municipal Facility HVAC Maintenance at City Hall at 77 Fair Drive & Police Department at 99 Fair Drive, Proposal No. 1147

Dear City Clerk:

The Siemens Industry, Inc., Building Technologies Division represents the well-qualified firm you seek to provide the comprehensive heating-ventilation-air conditioning (HVAC) maintenance and repair program, as well as the maintenance and service to the building control's system, Siemens Apogee™ automation, for the City Hall and Police Department for the City of Costa Mesa. The work will include the provision of a total maintenance/management program including, but not limited to the inspection, preventive maintenance, repair, and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for City employees and the public at these facilities. This response to the above referenced RFP substantiates our company's capabilities to continue to deliver this outstanding service to the City of Costa Mesa.

Siemens has proudly served the City since April 1991. We wish to continue to provide the City with the following services we have provided for decades.

- Building Control through Automation
- HVAC Maintenance Services
- HVAC Products
- Energy Services

Not all preventative maintenance is the same. Over the years of service, Siemens has provided full service coverage of both the mechanical and automation equipment. The City is referring to this as "supplemental coverage" in this RFP. As part of this type of exemplary service, we believe we have extended the life of the equipment - a large portion of the City's costly infrastructure - and saved the City thousands of dollars.

With the best interest of the City in mind, *we encourage the City to seek the services of a contractor who will continue full coverage service to this valuable facilities investment.* Settling for only the minimum service (not full coverage) will accelerate the life cycle of the equipment, hasten its end of useful life, reduce the energy efficiency of the buildings and avoid the proactive approach to maintenance that Siemens has provided to the city for over twenty years - costing the City money and time.

# SIEMENS

In this proposal, there are added services which, in the recent past, the City had discussed with Siemens as being beneficial and meaningful to the City. These added services are included in this proposal and, where applicable, are indicated with *Supplemental Coverage* and differentiated from *Non-Supplemental Coverage*. Where no difference is noted, the service is included in both prices.

Additionally, Siemens has developed processes and procedures to assist the City. We have streamlined service and communications with City staff. We understand the nuances of the City and its operations. This has worked to our respective benefit. In short, we make it easy for the City to do business with Siemens.

Siemens resources are the hallmark of our service capabilities. We employ 2,000 automation and mechanical specialists, 200 Service Engineers and 125 Energy Engineers, all of whom provide on-going service from over 100 locations in the U.S. Siemens Remote Operation Services Center serves our customers 24x7 with online and onsite support. Our response time to the City can be as short as 2 hours, in the event of an emergency. Additionally, we are quick to troubleshoot any problems the City has, as we are expertly familiar with the equipment after so many years of service.

Our Energy and Environmental Solutions have saved the City close to \$2 million in documented energy savings from 1991 – 2011. Siemens has helped more than 500 customers realize more than \$2 Billion in energy and operations savings over the past 10 years. Like the City, 26% of those customers have been governmental entities.

Customer satisfaction is our #1 priority, evident in our most recent award, the “MarketTools CustomerSat™ Ace Award for Achievement in Customer Excellence, for the second straight year. We have led the competition in customer satisfaction since 2005. This is due in part to the broad spectrum of services we provide.

Siemens has been in the vanguard of integrating core infrastructure systems: HVAC, fire safety, security, lighting and more are managed via a single workstation. By providing an open platform, Siemens offers break-through non-proprietary facility performance and efficiency.

Siemens is leading the industry in technology, evident in the following facts:

- Currently, Siemens in the U.S. spends \$3 million dollars DAILY in research and development.
- Holds 8,600 U.S. Patents
- Siemens created the world's first electric street lighting and formed the Osram Lightbulb Co., now Sylvania.
- Siemens invented the first commercially successful temperature control device.
- We offered the first wireless network for automated building controls in the industry.

Siemens technological impact on America is profound. Some of our contributions include:

- Building performance solutions for more than 20,000 locations in the U.S.
- Power generating systems that produce more than 1/3 of the nation's electricity.

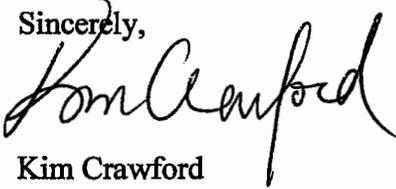
## SIEMENS

- One of the largest suppliers of energy management control systems for the U.S. power grid.
- The leading supplier of automation controls and material handling systems.
- Siemens subsidiary Sylvania produces 3.3 million energy saving lamps in the US every day.
- #1 on the Dow Jones Sustainability Index

Siemens proposed services will be managed from our North Orange County branch located at 10775 Business Center Drive, Cypress, CA 90630, 714-761-2200. The proposal price contained in the following proposal will be valid for a period of 180 days.

We respectfully present this proposal for continuing our service and look forward to serving the City for years to come

Sincerely,



Kim Crawford  
Business Development Executive

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## 1 Background and Project Summary Section

### 1.1 Customer Objectives

The City strives to support its thriving business community and resident's needs through administrative functions carried out in a number of municipally-run facilities. The comfort and efficient operation of these facilities must be assured. This response to RFP #1147 will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

- The City seeks the automation and mechanical service expertise, familiarity with the City's existing equipment complement and warranty assurances Siemens Industry, Inc. (Siemens) can provide.
- As a Siemens service contract customer, the City would benefit from a discount in labor rates, which other non-contract customers do not receive. Siemens rate sheet is referenced in Appendix A and clearly indicates the discount afforded to contract customers.

Our objective is to facilitate the long-term success of the City by leveraging the combined power and capabilities of the entire Siemens Corporation. Our ability to provide abundant capabilities as a combined package sets us apart from other corporations. Our experience with energy strategy and management study and implementation in all sectors of the market, as well as our large integrated project experience, provides us with a solid foundation for delivering turnkey solutions and guaranteed results.

Siemens shall continue to retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. Siemens staff will make regular on-site visits, using the appropriate tools and vehicles necessary to support all facility HVAC maintenance functions during normal working hours (see Appendix A for normal working hours). Siemens is also available 24/7 to meet the emergency needs of the City, should that be necessary (see Emergency Services below). The City has indicated that it has been more than satisfied with Siemens personnel and availability and there are no plans to change personnel to date.

Siemens will be responsible for developing, implementing and executing a routine maintenance program to satisfactorily maintain all aspects of HVAC systems in municipal facilities. This routine preventative HVAC maintenance schedule can be found in Appendix B, and will include inspection and proactive servicing of the HVAC systems so as to facilitate minimal downtime heating and cooling, as necessary.

Siemens takes pride in providing our services in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meeting warranties and conforming to all laws, codes and regulations, including Federal, State, CARB, AQMD, OSHA and other relevant regulatory requirements. Siemens presently holds both C-10 and C-20 State of California licenses.

At the request of the City, Siemens will repair or replace failed or worn moving parts, such as bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose the system's problem. The City will not incur any extra charge for this diagnostic time. Non-moving parts, such as boiler tubes, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded from this additional coverage.

## **1.2 Current Situation**

With constrained manpower and financial resources, the City will increasingly rely upon Siemens' Building Automation System (BAS) to control and operate some of the facility's expensive capital-intensive equipment. Coupled with the mechanical service and maintenance of this equipment, the City desires to maintain the comfort of its staff and visitors that frequent the facilities, as well as extend the life of the building's equipment through preventative and predictive maintenance.

Additionally, the City has equipment scheduled for retirement coming close to the end of its useful life. Siemens will work with City representatives to plan an upgrade for this equipment to the latest versions in a phased and logical approach. A table depicting this equipment is referenced in Appendix C

## **1.3 Siemens Capabilities**

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to the City.

## **Company History**

For over 150 years, Siemens has been a technology powerhouse in the area of electrical engineering and electronics. The factors driving success at the history-making company include innovative prowess, a clear portfolio policy, long-range financial planning, an international setup and strong employee orientation.

Formed in 1847, the company Telegraphenbauanstalt von Siemens & Halske grew within the space of a few decades from a small precision-engineering workshop into one of the world's largest companies in electrical engineering and electronics inventing:

- the first electric railway
- the first electric streetlights in Berlin
- the first electric elevator
- the electric streetcar

Today Siemens AG is a global corporation employing roughly 460,000 people in 195 countries world-wide, the 6th largest employer on Earth. Named by Fortune Magazine as the third most admired company in the electronics industry, Siemens holds 8,600 U.S. patents and 45,000

globally. Siemens produces 30 new inventions each business day, offering countless solutions for numerous industries, including energy services, transportation, manufacturing and processing, and healthcare, and offers a wide variety of government solutions.

Siemens expertise lies as both a Building Technology and Energy Company. Our focus is designed around entire building systems, providing our clients with the most cost effective and developmentally sound program. Siemens sees each client as unique; each project is not one size fits all. Nearby, Siemens has several contracted municipal partners in the Los Angeles/Venture/Orange County Area and hundreds of other public and private/commercial customers.

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## **2 Methodology**

### **2.1 Technical Support Implementation Plan**

#### **2.1.1 HVAC CONTROL SERVICES – Automation**

##### **Preventive Maintenance**

We will provide preventive maintenance on the Siemens Building Automation System (BAS) in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this proposal.

Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

The following services are provided as part of preventive maintenance:

- **Network Maintenance**

Using Siemens Network Performance Diagnostic Technologies, our proactive calibration and tuning of the data network analyzes variables impacting network performance, including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation. This will increase data network up-time and allow for faster problem resolution.

- **Data Protection & Data Recovery Services**

Siemens will perform scheduled database back-ups of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this proposal.

- **Software Maintenance**

Siemens will address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. We will perform this service using onsite visits and / or remote services (if applicable).

- **Software Support and Updates**

Siemens will provide the City with software updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service include one server and one client. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

Onsite training for relevant personnel will take place during normal preventive maintenance visits onsite.

### **2.1.2 BAS Equipment Tasking**

Due to space constraints, tasking is referenced in Appendix D.

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### **2.1.3 HVAC SERVICES – Facility Equipment**

Siemens will perform the specific services on the equipment at the facilities as outlined in RFP #1147 including the following:

- Annual Maintenance
- HVAC Air Filter Changing Service
- Air Cooled Condenser Coil Cleaning
- Evaporator Coil Cleaning
- Refrigerant Oil Analysis
- Cooling Tower Drain & Refill
- Operating Inspection
- Operating Inspection – Heating
- Operating Inspection – Cooling

### **2.1.4 Equipment Tasking**

As referenced by the City in RFP #1147 beginning on page 10, the equipment tasking will be strictly followed by Siemens for each equipment type at the intervals planned. These tasks are

listed in the Appendix E and are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

### **2.1.5 HVAC SERVICES – Pneumatic Preventive Maintenance**

Pneumatic air compressor can change in response to mechanical component performance, building use, and climatic conditions. Siemens will provide quarterly preventative maintenance in accordance with a program of standards as determined by our experience, equipment application and location.

### **2.1.6 HVAC SERVICES – Water Treatment Water Treatment Services**

Industrial water treatment seeks to manage four main problem areas: scaling, corrosion, microbiological activity and disposal of residual wastewater. Water treatment services will extend equipment life, provide operational efficiency, minimized downtime and control water born disease such as Legionnaires. Siemens will perform industrial water treatment service for both hot water and chilled water loops at the Costa Mesa City Hall and Police Department Facilities. This service will be completed monthly.

### **2.1.7 Electrical SERVICES – Infrared Service Infrared Electric Panel Inspection**

The infrared inspection is an important form of non-destructive testing that has become an indispensable predictive maintenance tool for electrical service panels. Performed with a portable infrared imaging system, this equipment detects infrared energy (heat) emitted from an object and displays it as a dynamic thermal image. Using the IEEE/ANSI Standard, this inspection aids in the evaluation of component temperatures. Siemens will perform a biennial Infrared scan of main electrical panels at City Hall and the Police Department. A detailed report will be given upon completion of onsite scan.

## **2.2 ENERGY SERVICES**

### **2.2.1 Energy Optimization Services Benchmark Analysis**

Siemens will meet the requirements of the City, as referenced. This will include:

- Benchmark Analysis
- LEED Impact Assessment
- Energy Budgets and Forecasts
- Technology and Energy Audit

The City's satisfaction with Siemens Energy Services is an important component of this proposal. To achieve this satisfaction, Siemens will implement a program of comprehensive services applied to your entire building portfolio, or selected sites, as directed by the City. This

program will work to improve business results with customized solutions based on the City's goals and constraints. These goals might include:

- Reduced energy consumption
- Longer equipment life cycle
- Occupant Comfort
- Reduced service Calls
- Reduced labor costs
- Budget Management

The benefits of this program appear obvious, as the City can clearly gain from:

- Budget Management
- Accountability
- Energy Price Management
- Balanced Environmental Responsibility
- Risk Management

Siemens will begin to implement this program, upon award of this proposal, should the City choose to do so, and after a kickoff meeting to determine the goals and objectives of the energy services program. Facility Improvement Measures (FIMs) will be recommended to meet these objectives. Some FIMs may be included in this proposal, ie., BAS scheduling. Some FIMs may entail extra costs to the City, ie., conversion to DDC controls, in which case, the City may decide whether or not to implement them based on financial criteria.

## **2.3 Customer Support Services**

### **2.3.1 Emergency Response**

Service to the City will include the ability to respond immediately to situations involving the health and safety of employees and/or the public. Siemens will also respond in instances when the comfort and operational capability of any public meeting space are in question. The first course of action will always be swift and responsive with Siemens remote capabilities. By contracting with Siemens, the City may contract our 24-hour customer service center and remote access to the City's Apogee® workstation. Should troubleshooting and diagnosis require an on-site visit, a specialist or technician, as needed, will be dispatched from our conveniently located Orange County branch of operations.

#### **Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day**

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Siemens will furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to

resolve the problem, a technician can be dispatched. The on-site dispatch will be a billable service call.

***Supplemental Coverage:*** *Siemens shall provide up to sixteen (16) hours of remote support annually during the contract period (not to be carried over year-to-year). Remote support in excess of 16 hours annually will be billable.*

***Non-supplemental Coverage:*** *All remote support will be billable.*

**Emergency Onsite Response: Monday through Sunday, 24 Hours per Day - BILLABLE**

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions may be incorporated into the next scheduled service call, or sooner if personnel is available.

**2.3.2 Customer Directed Support**

With Customer Directed Support, Siemens will provide a trained and experienced automation specialist who will work under your direction during normal business days and hours. The intent of this service is to implement facility improvement measures recommended by Siemens energy engineer, offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals and other associated deliverables of this service are at the discretion of the City.

***Supplemental Coverage:*** *Siemens shall provide up to three (3) days of customer directed support annually to your facility.*

***Non-Supplemental Coverage:*** *Siemens shall provide customer directed support which shall be billable to the City.*

**2.3.3 Operator Coaching**

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will insure your operator's gain full utilization of the system implemented in your facility. During regularly scheduled preventive maintenance visits, Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities.

Under this agreement, we shall provide operating coaching, which will be conducted on normal business days and hours, during scheduled visits

### **2.3.4 Educational Services – Delivered at Siemens Local Office**

**Only available through Supplemental Coverage:** *Through Educational Services, one (1) member of your staff will attend one (1) four (4) day class during each year of the service agreement to learn how to take advantage of the latest Siemens technologies available for your HVAC control system.*

This training will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at the local Siemens office, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.

Select staff will be responsible for scheduling their classes within each year of the service agreement. In the event the staff person cannot attend a scheduled course, the City must provide 45 days notice of cancellation. The price of classes not attended will be forfeited in their respective year.

Details of the courses are included in Appendix F of this proposal. Scheduled dates for training are updated annually and will be provided as they become available.

### **2.3.5 Account Management**

#### **Customer Voice**

Siemens survey rating system, Customer Voice, is an opportunity to build the relationship the City wants with the Siemens Building Technologies division. It allows you to best express your needs and allows us to pinpoint where we need to improve, relative to our business relationship, products or services. Appendix G features our brochure on this program.

#### **Quality Assurance**

To insure the satisfaction of internal and external stakeholders, Siemens utilizes a quality assurance program for soliciting and documenting customer feedback. We assign a dedicated account engineer (AE) who will facilitate on-going communication regarding your satisfaction with our technicians, specialists and program service. The AE will be responsible for coordinating monthly meetings with the City to discuss our performance and your satisfaction with the quality of service that is being provided under your agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvement. We can discuss recommendations for changes in the service program to better meet your changing needs.

The AE will also garner your feedback through the implementation of a Customer Report Card. Siemens will ensure that our delivered services are of the highest quality. The criteria for the "Customer Report Card" are developed between your facility staff and Siemens, and will reflect the goals and objectives of the scope of this Service Agreement. A copy of the Customer Report Card has been provided in Appendix H of this proposal.

### **2.3.6 Collaboration with the City**

Siemens will implement a methodology for soliciting and documenting views of internal and external stakeholders. To insure the success of the program, Siemens looks forward to collaborating with the City in the following ways:

- Select City staff will be available for a monthly meeting prior to the submission of invoices for payment to confirm the work performed and address other pertinent issues.
- It is the responsibility of relevant and select City staff to manage the day to day operation of the mechanical and automation system.
- City staff shall have the knowledge to perform day to day operations relative to the HVAC system.
- The City will be required to provide access to all areas affected by Siemens work at the time of maintenance and repair.

#### **2.3.6.1 Former City Employees**

As previously referenced, Siemens is a global corporation, employing roughly 460,000 people in 195 countries world-wide, and is the 6th largest employer on Earth. Siemens holds the highest standards in hiring and recruitment, valuing its employees and the contribution they make in keeping this company successful and growing. Siemens has a stringent policy and process in hiring procedures. As part of our recruitment policy, we openly and actively recruit all qualified personnel, including former employees of municipalities.

The City may submit a list of displaced or layoff individuals seeking employment. Siemens would encourage potential candidates to search Siemens job requisitions at [http://www.buildingtechnologies.siemens.com/bt/sp/en/jobs\\_careers/Pages/jobs\\_careers.aspx](http://www.buildingtechnologies.siemens.com/bt/sp/en/jobs_careers/Pages/jobs_careers.aspx)

Our recruiters actively seek out all potential candidates, including those with relevant expertise in mechanical and automation systems and knowledge of municipal operations. If the individual(s) meet the qualifications, they could be selected from the applicant pool. The individual's resume would be reviewed and, they could be selected for an interview with select management and staff at Siemens. Hiring for full-time or part-time employment is at Siemens discretion.

#### **2.3.6.2 Past or current business or personal relationships**

Siemens has been serving the City of Costa Mesa with the highest level of professionalism since 1991. Through this long professional relationship, Siemens personnel have worked closely with select and relevant employees of the City.

### 3 Staffing

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system. The following list outlines the service team that will be assigned to the service agreement for your facility.

**Kimberley Crawford, Sales Account Representative** manages the overall strategic service plan based upon your current and future service requirements. Ms. Crawford has served Siemens customers since 2008.

**Nick Thomas, Service Account Engineer** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services. Mr. Thomas has served Siemens customers since 2007.

**Dave Garza, Primary Service Specialist** is responsible for performing the ongoing service of your automation system. Mr. Garza has served Siemens customers since 1986.

**Matt Hansen, Primary Service Mechanic** is responsible for performing the ongoing service of your mechanical system. Mr. Hansen has served Siemens customers since 2004.

**Wes Goulding, Service Mechanic** who will be familiarized with your building systems to provide in-depth backup coverage. Mr. Goulding has served Siemens customers since 1992.

**Vishal Gupta, Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements. Mr. Gupta has served Siemens customers since 1996.

**Connie Hernandez and Maria Ignacio, Service Coordinators** are responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action. Ms. Hernandez and Ms. Ignacio have served Siemens customers since 2006 and 2005, respectively.

Our mechanical technicians work in tandem with the automation specialists to finely tune and schedule the components of the HVAC system. They are certified and proficient in the complete maintenance and repair of Turbocore Chiller systems, air handlers, pneumatic systems and the variety of package HVAC units owned by the City. All personnel assigned to work under the contract, should Siemens be awarded, will continue to qualify for security, warrant and record checks through the City's Police Department, the County of Orange and the Department of Justice, respectively.

We continue to feature mechanical support in the form of journey-level workers who possess a proficiency in the following trades:

- All mechanical, electronic and pneumatic aspects of chilled water systems
- Turbocore chiller systems
- ADD drives
- Air handling systems
- The interface and control of existing Siemens proprietary systems

Our automation service specialists are factory trained to provide monthly coaching to the City staffed operator of the system. He is also trained on the latest revision of the Apogee® hard and software, as well as the interface and control of existing Siemens systems.

**Resumes for Key Mechanical personnel are as follows:**

## **Matthew Hanson**

Siemens Industry Inc.  
Cypress, California  
2004 – Present

### **Journeyman**

- Perform service and troubleshooting on centrifugal and screw chiller
- Rebuild open drive and semi-hermetic reciprocating compressors
- Troubleshoot and install variable frequency drives
- Setup and calibrate pneumatic controls
- Install and service HVAC systems including large built-up systems 50-200 tons
- Performed large DX piping projects, cooling towers projects, chillers projects
- Service boilers and related controls

Previous Firm(s) Experience  
Southern California  
1998 – 2004

### **Central Plant Engineer**

- Perform service and troubleshooting on Carrier 19DK centrifugal chillers
- Monitor and service high pressure steam boilers and central chiller plant
- Setup and calibrate pneumatic controls
- Troubleshoot electrical control systems
- Rebuild pumps and motors

### **Certificates and Training**

Air Conditioning and Refrigeration Joint Journeyman  
Apprenticeship Training Center, Local 250, Los Angeles, Ca

- JJATC Instructor Core 1 Journeyman Class
- UA STAR HVACR Mastery Certification # 12134300
- EPA Universal Certification – JJATC Local 250
- ABB Drive Certified
- Trane Scroll Chiller Training
- Danfoss Turbor Certified
- McQuay Chiller Training
- OSHA NFPA 70E Electrical Safety Certified

## **Wes Goulding**

Siemens Industry Inc.  
Cypress, California  
1992 – Present

### **Certified Foreman**

- Install and service HVAC systems including large built up systems 50 - 200 tons, package chillers, Centrifugal service and tear down 200-1500 tons.
- Rebuild open drive reciprocating compressors and semi hermetic compressors.
- Perform electrical and mechanical analysis on A/C and low and medium temp refrigeration systems.
- CPU micro processing analysis and programming.
- Setup and calibrate pneumatic controls.
- Perform all electrical troubleshooting.
- Service boilers and related controls.
- Interface with customers and offer solutions and upgrade options.
- Conduct surveys and estimates.

Previous Firm(s) Experience  
Southern California  
1978 – 1992

### **Service Mechanic**

- Perform electrical and mechanical analysis on A/C and low and medium temp refrigeration systems
- Scheduled work and equipment. Coordinated with contractors and project managers.
- Installed, overhaul and serviced 10 - 100 HP Van Axial Joy fans.
- Installed and serviced piping for refrigeration systems, small split to large built up systems and cooling tower (condenser water ) systems.
- Serviced walk-in boxes, freezer applications and medium temp applications.
- Installed DDC building management controls.

### **Certificates and Training**

Air Conditioning and Refrigeration Joint Journeyman  
Apprenticeship Training Center, LOCAL 250, Los Angeles, California

- Graduated 1<sup>st</sup> in class
  - EPA Certified - JJATC Local 250, Los Angeles, CA
  - Entec Chiller Certifications Trane, Carrier, York, Turbocor
- Manufacturer's Certificates:
- Pneumatic Temperature Control
  - Reciprocal Compressors, Trane Tracer DDC certified

David Garza  
Automation Service Specialist  
Siemens Specialist Training Path

COR 102	HVAC Control Concepts
NET1010211	HVAC/ATC Control Strategies
NET1010212	HVAC and DDC Control Strategies
OTHR000111	HVAC and ATC Design
SPC 101	Beginning Specialist Task Training
SPC 200	Equipment Controllers - Design and Start-up
SPC 201	DDC Start-up
SPC 202	Service Methodologies
SPC 203	Service Methodologies - Advanced
SPC 204	Service Methodologies - Advanced
SPC 300	Equipment Controllers
NET3030531	DDC Start-up and Service
NET3040201	DDC Design and Start-up
NET3030511	Stand-alone Design and Start-up
NET3030521	DDC Design and Programming
ADOP030000	Modular Building Control
NET3030614	TEC Design and Start-up
ADOP030614	TCU Design and Start-up
INS 303	Insight for APOGEE
APG 200	APOGEE Training
NET3030513	Insight at Design and Start-up
APG 000100	APOGEE BETA Training
BSC 401	Advanced NT 4.0 Operating Systems
BSC 403	Windows NT Networking Essentials
BSC 404	APOGEE NT, Networking Troubleshooting
BSC 406	Networking and OS for Ethernet ALNs
BSC 407	Ethernet Networking and MLN Operating Sys Config
2 3-MCSE	MCSE CERTIFICATION
PGM 202	PPCL Programming for Building Automation
PGM 201	PPCL Programming 2
INS 404	Advanced APOGEE Troubleshooting

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## 4 Qualifications

Siemens meets all the requirements set forth in this RFP. We have highlighted some of the criteria below.

- i. Siemens presently provides services to the following Ventura/Los Angeles/Orange County municipal customers. The staff listed in the staffing section have participated in the management and service of all those listed below.

City of Burbank	City of Long Beach	City of Santa Ana
City of Camarillo	City of Los Angeles	City of Santa Monica
City of Carson	City of Oxnard	City of Thousand Oaks
Culver City	City of Pomona	City of Upland
City of El Segundo	City of Riverside	

Per the City's request, Siemens is proud to present the following references and project descriptions to demonstrate our competence to perform the services required herein:

Client Name	Project Description	Project Dates	Client Name	Phone Number	Email Address
City of Thousand Oaks	Automation, Mechanical, Fire	2008 - present	Tim Coates	805-469-3122	<a href="mailto:tcoates@toaks.org">tcoates@toaks.org</a>
City of Pomona	Automation	2001 - present	Mark Gluba	909-620-2448	<a href="mailto:mark_gluba@ci.pomona.ca.us">mark_gluba@ci.pomona.ca.us</a>
City of Camarillo	Automation, Mechanical	2004 - present	John Thomas	805-383-5667	<a href="mailto:jthomas@ci.camarillo.ca.us">jthomas@ci.camarillo.ca.us</a>
City of Costa Mesa	Automation, Mechanical	2001 - present	John Aguilar	714-327-7483	<a href="mailto:jaquilar@ci.costa-mesa.ca.us">jaquilar@ci.costa-mesa.ca.us</a>
VA Medical Center, West LA	Automation, Mechanical, Fire	2007 - present	Phil Neff	714-227-1588	Unavailable

- i. Siemens holds current C-10 and C20 licenses. Documentation available upon request.
- ii. Siemens is the 6<sup>th</sup> largest employer in the world. Close to 70,000 Americans work for Siemens. The North Orange County Building Automation Unit Office employs close to 200 people and we far surpass the RFP's requirement to employ at least 10 full-time journeymen-level mechanical personnel and factory-trained automation specialists.
- iii. Siemens is the only company who can update software revisions as they become available.

- iv. Siemens owns and maintains 160 fleet vehicles out of the North Orange County Building Automation Unit Office so that at no time will we not be able to meet the service needs of the City.

**5 Fee Proposal – Building HVAC Non-Supplemental and Supplemental Services Bid Pricing**

Services shall be provided at the site locations reference in Appendix I, all located within the City of Costa Mesa.

Duration: This agreement shall remain in effect for an initial term of five (5) years beginning 7/1/2012.

**Non-Supplement Pricing**

Year 1	7/01/2012 to 6/30/2013	\$63,128 annually	\$15,782 quarterly	\$5,313 monthly
Year 2	7/01/2013 to 6/30/2014	\$65,653 annually	\$16,413 quarterly	\$5,523 monthly
Year 3	7/01/2014 to 6/30/2015	\$68,279 annually	\$17,070 quarterly	\$5,742 monthly
Year 4	7/01/2015 to 6/30/2016	\$71,010 annually	\$17,752 quarterly	\$5,970 monthly
Year 5	7/01/2016 to 6/30/2017	\$73,851 annually	\$18,463 quarterly	\$6,206 monthly

**Supplement Pricing**

Year 1	7/01/2012 to 6/30/2013	\$158,044 annually	\$39,511 quarterly	\$13,302 monthly
Year 2	7/01/2013 to 6/30/2014	\$164,366 annually	\$41,092 quarterly	\$13,828 monthly
Year 3	7/01/2014 to 6/30/2015	\$170,941 annually	\$42,735 quarterly	\$14,376 monthly
Year 4	7/01/2015 to 6/30/2016	\$177,780 annually	\$44,445 quarterly	\$14,946 monthly
Year 5	7/01/2016 to 6/30/2017	\$184,890 annually	\$46,222 quarterly	\$15,539 monthly

With either Supplement or Non-Supplement Pricing, should the City opt to renew each year of the option, a 4% escalation will apply to the previous year's price. Per the City's request, the completed table in Exhibit B is listed in Appendix J of this document. Additionally, the City is encouraged towards quarterly payments.

# APPENDICES

## Appendix A. Discounted Labor & Material Pricing

For your convenience, we are providing a copy of our most recent published service rates. As an Advantage Service Agreement (ASA) customer, you will be entitled to your contracted discount for all labor in the event this service call is billable. All rates are current as of 01/01/2012 & are subject to change with or without notice\* Please be advised that Portal to Portal labor charges may apply.

Service	ASA Customer Standard Time	ASA Customer Over Time	ASA Customer Double Time	Non-ASA Customer Standard Time	Non-ASA Customer Over Time	Non-ASA Customer Double Time
<b>On-Line Support:</b>	1 Hr Min	1 Hr Min	1 Hr Min	2 Hr Min	2 Hr Min	2 Hr Min
Modem or Phone	\$153.00/hr	\$199.00/hr	\$245.00/hr	\$198.00/hr	\$297.00/hr	\$396.00/hr
<b>Automation</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$153.00/hr	\$199.00/hr	\$245.00/hr	\$198.00/hr	\$297.00/hr	\$396.00/hr
<b>Mechanical</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$140.00/hr	\$182.00/hr	\$224.00/hr	\$182.00/hr	\$273.00/hr	\$364.00/hr
<b>Electrical Services</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$182.00/hr	\$237.00/hr	\$291.00/hr	\$236.00/hr	\$354.00/hr	\$472.00/hr
<b>Security</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$137.00/hr	\$178.00/hr	\$219.00/hr	\$178.00/hr	\$267.00/hr	\$356.00/hr
<b>Fire</b>	2 Hr Min	2 Hr Min	2 Hr Min	4 Hr Min	4 Hr Min	4 Hr Min
On-Site Service Call	\$142.00/hr	\$185.00/hr	\$227.00/hr	\$184.00/hr	\$276.00/hr	\$368.00/hr
<b>Fee: On Site Trip</b>	\$49.50 / Trip	\$49.50 / Trip	\$49.50 / Trip	\$75.00 / Trip	\$75.00 / Trip	\$75.00 / Trip

Overtime rates in the table apply for calls Monday through Friday 4:30 p.m. - 8:00 am ~~excluding~~ Holidays. Double time applies for Sundays and Holidays.

\*Labor rates are valid from 1/1/12 through 12/31/12 and then they are subject to change.

All invoices shall be due and payable by customer upon receipt. Further, seller reserves the right to invoice customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. If the customer becomes overdue in any progress payment, seller shall be entitled to stop work, shall be entitled to interest at the lesser of an annual rate of 18% or the maximum interest permitted by applicable law, and also to avail itself of any other legal and equitable remedies. Seller shall also be entitled to such interest on all amounts retained by customer from progress payments or otherwise. Customer agrees that he will pay and / or reimburse seller for any and all reasonable attorneys' fees, which are incurred by seller in the collection of amounts due and payable hereunder. Prices are subject to correction for error.

**Appendix B. Maintenance Schedule for Automation and Mechanical Equipment**

<b>Equipment Category</b>	<b>Services (Times per year):</b>
Apogee Workstation	Software Maintenance (1)
Controller	Preventative Maintenance (1)
Data Protection & Data Recovery	Data Protection & Recovery Services (2)
System Performance Updates	Software Update (1)
Insight Workstation Modem	Preventative Maintenance (1)
Air Compressors & Dryers	Preventative Maintenance (2)
Package / RTU's	Air Cooled Condenser Coil (2) - Evaporator/Cooling Coil Cleaning (1) - HVAC Air Filter Change (4) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)
Exhaust Fans	Operating Inspection - Heat (1)
Pumps	Operating Inspection (1)
Chillers – water and air cooled	Air Cooled Condenser Coil (1) - Annual Maintenance (1) - Operating Inspection (1) - Refrigerant Oil Analysis (1)
Cooling Towers	Cooling Tower Drain (1) - Cooling Tower Refill (1) - Operating Inspection (1)
Heat Pumps	Air Cooled Condenser Coil (2) - Evaporator/Cooling Coil Cleaning (1) - HVAC Air Filter Change (4) - Oil Acid Test (1) - Operating Inspection - Cool (1) - Operating Inspection - Heat (1)
HVAC Water Treatment	Hot water and chilled water loops (12)
Cabinet & Free Standing / Unit Heater / Fan Coils	Operating Inspection - Heat (1)

Appendix C. **Building Automation System Equipment due for upgrades**

Qty	Affected Life Cycle Equipment	Year Product was Introduced	Retirement Date	End of Useful Service*
3	Modular Equipment Controller	1998	2010	2017
1	Floor Level Network Controller	1997	2008	2015
9	Unitary Controller	1988	2002	2009

## Appendix D. Automation System Tasking

### Control Panel Maintenance

1. Perform Quarterly Inspections.
2. Check Incoming AC and power supply.
3. Check power supply voltages and adjust to +5 volts if necessary.
4. Check battery charging circuit and battery.
5. Check AOP modules between module and termination point.
6. Replace battery and reload database.
7. Check time, reset if required.
8. Perform integrity test and system wide function test through random point checks, command, selective disabling and standard reports.
9. Check wire terminations, tighten as necessary.
10. Back up database twice annually.

### Insight Workstation

1. Review system history quarterly.
2. Run PC diagnostics to optimize performance.
3. Check for disk fragmentation; optimize, using authorized software.
4. Back up database quarterly.
5. Check fans to insure proper ventilation and airflow.
6. Run point log, check for point accuracy and integrity.
7. Run Alarm History Reports.
8. Evaluate application functions & system integrity through set point commanding & standard reports.
9. Check graphics and update changes as required (Customer defined).
10. Check TOD & PPCL Resident & Traced software.
11. Analyze memory dump & compare with previous reports.
12. Check cables and power connections.
13. Backup database twice annually.
14. Review system with customer. Perform user training as required.

## Appendix E. Mechanical Equipment Tasking

### Rooftop Packaged Units

1. Filters changed quarterly on a minimum basis or as required.
2. Preventive maintenance service to be performed quarterly.
3. Lock out and tag out equipment as required.
4. Check all electrical wiring, connections; tighten as required.
5. Check all motor starter contractor surfaces for wear.
6. Clean electrical control enclosures.
7. Lubricate air handling unit motor bearings and fan bearings, if applicable.
8. Check air handling unit belts for wear.
9. Check belt tension and sheave alignment.
10. Change belt & change as required.
11. Check condition of evaporator coils. Chemically clean as required.
12. Check and clean condensate drains, drain line & pan annually.
13. Inspect air handling unit fan assembly.<sup>1</sup>
14. Lubricate condenser motors as required.<sup>1</sup>
15. Chemically clean condenser coil and fan blades annually.<sup>1</sup>
16. Check structural integrity of unit.<sup>1</sup>
17. Check all mounting hardware. Tighten as needed.<sup>1</sup>
18. Check and calibrate controls.<sup>1</sup>

### Reciprocating Compressors

1. Preventive maintenance shall be performed quarterly.
2. Lock out and tag out equipment as required.
3. Check all electrical wiring and connections, tighten as needed.
4. Check starter contractor surfaces for wear.
5. Visually leak check compressor and associated refrigerant piping annually.
6. Clean exterior of compressor.
7. Check operation of crankcase heater.
8. Meg-ohm motor from starter and record annually.
9. Check and calibrate all safety and cut-out devices.
10. Check and adjust compressor capacity controls.
11. Check, calibrate and adjust all operational controls.
12. Remove compressor oil sample, perform spectro-chemical test on oil annually.

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<sup>1</sup> Siemens recommends this task be performed on this type of unit to assist in improved operational efficiency and extended life of the unit. No additional charge will be incurred for including this task.

## **Exhaust Fans**

1. Preventive maintenance.
2. Lock out and tag out equipment as required.
3. Check all electrical wiring and connections, tighten as needed.
4. Check all motor starter contractor surfaces for wear.
5. Clean starter and electrical control enclosures.
6. Lubricate motor bearings and fan bearings.
7. Check exhaust fan belts for wear, replace as required.
8. Check belt tension and sheave alignment. Adjust as required.
9. Inspect exhaust fan unit assembly.
10. Check all mounting hardware. Tighten as required.

## **Pneumatic Air Compressor**

1. Quarterly inspect unit, check for rust spots, oil leaks & general condition of unit.
2. Drain tank, check auto drain.
3. Check belt, adjust tension & sheave alignments. Replace if necessary.
4. Meg-ohm megor and record, annually.
5. Check starter wiring & contacts.
6. Check motor amperage & voltage.
7. Check intake air filter, replace as required.

## **Package, Gas Heat Electric Cool**

1. Preventive maintenance.
2. Change filter quarterly on a minimum basis. Increase as necessary.
3. Check unit voltage and record.
4. Lubricate motors as required.
5. Check and adjust burners for proper flames.
6. Check for proper combustion and flue gas relief.
7. Record discharge temperature, heating & cooling modes.
8. Record return air temperature.
9. Check and adjust operating and safety controls.

## **Air Handler**

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check starter contacts for excessive wear.
4. Tighten all starter wire connections.

5. Check belts adjust or replace as needed.
6. Check belt tension and sheave alignment. Adjust as required.
7. Meg-Ohm motor and record annually.
8. Check fan motors amps.
9. Clean and lubricate unit motor bearings and fan bearings.
10. Check operation of economy dampers.
11. Lubricate all dampers and linkages as necessary.
12. Check operation of static vane (if applicable)
13. Visually check all coils for leaks (Annually)
14. Check and record all coil delta T (Annually)
15. Inspect all mounting hardware, tighten as needed.

### **Multizone Air Handler**

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check fan motor amps.
4. Clean and lubricate components.
5. Check operation of economy dampers.
6. Check operation of static vane or dampers.
7. Check operation of zone dampers.
8. Check and adjust operating and safety controls.

### **Package Chiller Annual**

- |   |   |
|---|---|
| 1. Lockout tag-out equipment                          | 12. Remove heads <sup>1</sup>                       |
| 2. Check condenser. Barrel tube                       | 13. Brush clean condenser tubes <sup>1</sup>        |
| 3. Log machine conditions <sup>1</sup>                | 14. Provide gaskets as needed <sup>1</sup>          |
| 4. Review daily logs <sup>1</sup>                     | 15. Perform leak check audit 1415 AQMD <sup>1</sup> |
| 5. Calibrate all safety controls <sup>1</sup>         | 16. Start chiller <sup>1</sup>                      |
| 6. Inspect starters <sup>1</sup>                      | 17. Check and record unit amp draw.                 |
| 7. Clean contacts and torque connections <sup>1</sup> | 18. Check unit Voltage and Record.                  |
| 8. Megger motor winding <sup>1</sup>                  | 19. Check unit pressures and record.                |
| 9. Oil sample analysis <sup>1</sup>                   |   |
| 10. Replace filter driers <sup>1</sup>                |   |
| 11. Isolate condenser barrels <sup>1</sup>            |   |

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<sup>1</sup> Siemens recommends this task be performed on this type of unit to assist in improved operational efficiency and extended life of the unit. No additional charge will be incurred for including this task.

## **Chiller With Reciprocating Compressors**

1. Visually inspect equipment condition and operation.
2. Check for unusual vibration, noise, excessive temperatures & refrigerant leaks.
3. Check unit voltage and record.
4. Check unit operate and records.
5. Check unit operating hours and record.
6. Check condenser pressure and record.
7. Check evaporator pressure and record.
8. Check oil sump sight glass.
9. Record chilled water inlet temperature.
10. Record chilled water outlet temperature.
11. Check condenser water inlet.
12. Check condenser water outlet temperature.
13. Check compressor starter contacts for abnormal wear.

## **Variable Frequency Drive**

1. Check unit operation quarterly.
2. Check fault history report.
3. Check operation of manual bypass.
4. Verify drive signal increase and decrease.
5. Check and tighten all electrical connections.
6. Check starter contacts for wear.

## **Computer Room Air Conditioning Units**

1. Check all electrical wiring and connections. Maintenance is performed bi-monthly.
2. Check Filters quarterly as a minimum.
3. Check all electrical wiring and connections. Tighten as necessary.
4. Check starter contractor surfaces for wear.
5. Check compressor amps and record.
6. Check sight glass for moisture level.
7. Check operation of crankcase heater.
8. Lubricate condenser fan motor and fan bearings.
9. Check condition of condenser coil, clean as necessary.
10. Check belts for wear, replace as required.
11. Check and adjust compressor capacity controls.
12. Lubricate indoor fan motor and bearings.

13. Check humidifier for proper operation.

## Boiler

1. Check boilers for proper operation. Discuss any problems with buildings operating engineering staff.
2. Check and use boiler viewport to check main burner flame.
3. Turn off and secure boiler.
4. Check boilers for any unusual noise or vibration.
5. Inspect gaskets for any signs of leaks.
6. Examine the venting system
7. Remove and/or inspect gas pilot assembly. Reinstall in accordance with recommended specifications and tolerances.
8. Check boiler circulating pumps for proper operation and lubricate.
9. Check flame safeguard control for pilot and main flame ignition.
10. Check operation of blower motor and circuitry.
11. Check operation of gas valves and vents.
12. Inspect and tighten all electrical connections
13. Check and adjust all boiler limit pressure controls and running interlocks.
14. Check operation and adjust low water controls.
15. Check burner, pilot and main flame ignition.
16. Check and oil combustion air fan.
17. Check expansion tank and sight glass
18. Check and record all entering and leaving water temperatures and pressures.
19. The boiler room shall be left in the same clean condition as existed prior to start of the work.
20. Refer to equipment O&M manual for any maintenance clarifications.
21. Complete onsite service log and PM checklist

Appendix F. **Siemens Training Directory**

**Appendix G. Siemens Customer Voice**

Appendix H. Customer Report Card

Reporting Criteria

Continuous Improvement Toward Outstanding Customer Satisfaction

You've previously identified those performance criteria most important to you. These are restated below. Now it's time to let us know how we're doing from your perspective.

A = Very Satisfied    B = Satisfied    C = Neutral    D = Unsatisfied    F = Very Unsatisfied

	A	B	C	D	F
HVAC Services	<input type="checkbox"/>				

	A	B	C	D	F
Automation Services	<input type="checkbox"/>				

	A	B	C	D	F
Energy Services	<input type="checkbox"/>				

Overall, how satisfied are you currently with Siemens in meeting your organizations needs for service and technical support.

	A	B	C	D	F
	<input type="checkbox"/>				

Comments:

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Your Name	Facility Name	Date
_____	_____	_____

Your open and honest feedback on our performance is important. Please complete this Report Card at your earliest convenience and return it by simply folding the card so that the return Siemens Building Technologies, Inc. address is on the outside. The postage is already included for your convenience. Your confidential comments and evaluation will be used to ensure that we are providing the best possible service at your facility.

## Appendix I. Maintained Equipment Table and Site Locations

### POLICE DEPARTMENT – 99 FAIR DRIVE

Turbocore	Frictionless compressor (2)
BAC	FXT 160 Cooling Tower
Worthington	(abandoned chiller)
Carrier	50LJQ Package Unit
Data Air	CAW1034 Computer Room Unit
Baldor	(3) Condenser Water Pumps
Baldor	(3) Chilled Water Pumps
TBA	Boiler
Various	(14) Exhaust Fans
LAN	Pneumatic Tube System
	Control Air Compressor & Dryer
Various	(9) Fan Coil Units
	Air Handlers (2)
Automation	Modular Equipment Controller (3)
	Terminal Equipment Controllers (78)

### CITY HALL – 77 FAIR DRIVE

BAC	VXT150C Cooling Tower
Turbocore	Frictionless compressor (3)
Carrier	50HS-042 Package Unit
Worthington	LKS202942 Reciprocating Chiller (2)
Lawson	Blower
Worthington	(18) Air Handlers
Various	(3) Chilled Water Pumps
Various	(3) Condenser Water Pumps
	Control Air Compressor & Dryer
Automation	PXM Controller (1)
	Unitary Controllers (10)
	Terminal Equipment Controllers (11)

Appendix J. **RFP Exhibit B: BUILDING HVAC MAINTENANCE BID PRICING**

**BUILDING HVAC MAINTENANCE BID PRICING** SIEMENS

<b>BUILDING</b>	<b>ADDRESS</b>	<b>MONTHLY LABOR HOURS*</b>	<b>TOTAL MONTHLY COST**</b>	<b>ANNUAL COST</b>
City Hall	77 Fair Drive		\$3,367	\$40,410
Police Facility	99 Fair Drive		\$1,893	\$22,718

\*Per the City's request in completing the above table, annual costs were derived by apportioning the totality of the contract by facility equipment complement, both automation and mechanical equipment. Monthly costs were derived by dividing annual costs by 12. These two facilities are serviced by both mechanics and automation specialists. The time spend on the facilities by these two very different technicians makes such an hourly derivation based on monthly costs illogical.

\*\*Payment terms and associated costs are listed in the fee proposal contained herein.

**BUILDING HVAC SUPPLEMENTAL SERVICES BID PRICING SIEMENS**

<b>BUILDING</b>	<b>ADDRESS</b>	<b>MONTHLY LABOR HOURS*</b>	<b>TOTAL MONTHLY COST**</b>	<b>ANNUAL COST</b>
City Hall	77 Fair Drive		\$ 7,284.96	\$ 87,419.50
Police Facility	99 Fair Drive		\$ 5,885.43	\$ 70,625.20

\*Per the City's request in completing the above table, annual costs were derived by apportioning the totality of the contract by facility equipment complement, both automation and mechanical equipment. Monthly costs were derived by dividing annual costs by 12. These two facilities are serviced by both mechanics and automation specialists. The time spend on the facilities by these two very different technicians makes such an hourly derivation based on monthly costs illogical.

\*\*Payment terms and associated costs are listed in the fee proposal contained herein.

Appendix K. RFP Addendum #1



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

PUBLIC SERVICES DEPARTMENT  
FACILITIES MAINTENANCE

Date: 04/23/12

## RFP 1147 & 1148- Addendum #1

### Request for Proposals for MUNICIPAL FACILITY HVAC MAINTENANCE AT CITY HALL AT 77 FAIR DRIVE AND POLICE DEPARTMENT AT 99 FAIR DRIVE

The following changes, updates and answers to questions are to be included into the request for proposals for RFP 1147 and RFP 1148. As a reminder, proposals are due on May 21, 2012 at 4:00 p.m. in the City Clerk's Office.

#### Page 2 – Schedule of Events for RFP 1147 & 1148:

The time for the Pre-Proposal Meeting is hereby changed from Thursday, April 26th, 2012 to Thursday, May 03, 2012. The time and place remain the same, 10:00am in Meeting Room 1A at City Hall, 77 Fair Dr., Costa Mesa, Ca. Please note, the schedule of events identified on page 2 of both RFP's are invalid and have been updated as follows:

Release of RFP	April 18, 2012
Pre-proposal Meeting / City Hall – 10:00 am	May 03, 2012
Deadline for Written Questions	May 10, 2012
Responses to Questions Posted on Web	May 17, 2012
Proposals are Due	May 21, 2012
Proposal Evaluation Completed	May 29, 2012
Approval of Contract	June 19, 2012

Additionally, the meeting is hereby declared to be non-mandatory. Attendance is not required to submit a bid for these RFP's.

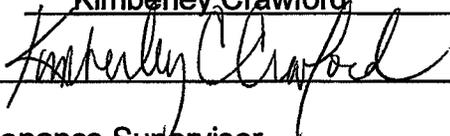
#### RFP 1148 - Page 3 – HVAC Maintenance staffing levels

The second paragraph in RFP 1148 erroneously states that the proposer's staff is "*certified and proficient in the complete maintenance and repair Turbocore chillers, and pneumatic systems*". It is not a requirement for staff to be certified on Turbocore chillers and pneumatic systems to bid on RFP 1148.

#### Please sign this addendum sheet and return as part of your bid submittal.

Company name: Siemens Industry, Inc.

Representative name (print): Kimberley Crawford

Representative signature:  Date: 5-17-12

John Aguilar / Facilities Maintenance Supervisor

**PROFESSIONAL SERVICES AGREEMENT  
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and \_\_\_\_\_, a California \_\_\_\_\_ (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contract to \_\_\_\_\_ as more fully described in Consultant’s Proposal attached as Exhibit “A”; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Clerk or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00). Consultant shall devote xxx hours of staff time to complete the Project.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding \$\_\_\_\_.00 unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction as of the date the invoice is created. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided

herein or as otherwise agreed to in writing by the parties. Paragraph 4 can simply be modified to provide receiver will secure a separate certificate and funding for any fees awarded...prior to discharge of the receiver

for up to four (4) term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48

hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5156  
Fax: 714-754-5330  
Attn: \_\_\_\_\_

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City’s Council Policy 100-5, attached hereto as Exhibit “D” and incorporated herein by reference. Consultant’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys’ Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action,

complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render

any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
City Manager of Costa Mesa

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**EXHIBIT B**  
**FEE SCHEDULE**

**EXHIBIT C**  
**PROJECT SCHEDULE**

**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.