



CITY COUNCIL AGENDA REPORT

MEETING DATE: JUNE 19, 2012

ITEM NUMBER:

**SUBJECT: HEATING-VENTILATION-AIR CONDITIONING MAINTENANCE -
REQUEST FOR PROPOSAL #1148**

DATE: JUNE 5, 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**

RECOMMENDATION:

1. Award a contract to F.M. Thomas Air Conditioning, Inc. in the annual amount of \$55,200 to provide Heating-Ventilation-Air Conditioning (H.V.A.C.) maintenance for sixteen (16) City facilities per Request for Proposal #1148, with an initial term of five (5) years, with three (3) optional annual renewals. This contract would include the Supplemental Services and mechanical guaranty.
2. Authorize 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 the term to 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 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, Inc. 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 contracted with Race Engineering Corporation, (Consultant) 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 guaranty' coverage is cost effective or should the City consider a 'time and materials' repair methodology.
- Make recommendations as to how the City might consider multi-award contracts 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, the Consultant submitted a report with their findings. See Attachment 1. The report provided the following opinions:

- 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 guaranty 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, of which approximately \$14,000 would be labor costs for repairs outside of normal maintenance, with no estimate for the cost of parts or equipment that fail. 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 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 last 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 filter changes. These may produce some monetary savings, but no estimate was provided.
- The Consultant evaluated the Siemens proprietary 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, Inc. 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 provided by Siemens, Inc. 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 Request for Proposal #1148 (RFP) for HVAC maintenance for sixteen (16) City facilities, excluding the City Hall and the Police Facility, which are covered by RFP #1147. These two facilities were separated from the remaining City facilities as they have a mixture of advanced and outdated 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 by the Purchasing Division. Additionally, staff notified five independent vendors that have done business with the City before to insure they were aware of the opportunity.

The RFP requested proposals on two levels of service, a Basic Level, and a 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 Industry, Inc., F.M. Thomas, and Race Engineering submitted proposals. The proposals were independently evaluated by three City staff. The results of the evaluations are shown below:

	Evaluator #1	Evaluator #2	Evaluator #3	Score	Rank
FM Thomas	86	75	90	251	2
Siemens	87	99	94	280	1
Race Engineering	38	11	33	82	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 in RFP #1148 was \$55,410 for the first year as compared to \$49,728 proposed by F.M. Thomas. The difference of \$5,682 is significant; as it is over 10% above the price proposed by F.M. Thomas. Additionally, F.M. Thomas could provide

the Supplemental Services (mechanical guaranty) at a cost that is below Siemens' Basic Service Level pricing. The added cost for the Supplemental Services (mechanical guaranty) as proposed by F.M. Thomas is only an additional \$11,154 per year, as compared to \$36,315 as proposed by Siemens. The cost would be approximately 22% above the Basic Service Level pricing and is recommended by staff due to the large volume of equipment contained in this RFP.

Siemens Basic:	\$55,410	Siemens Supplemental (includes Basic):	\$91,725
F.M. Thomas Basic:	\$49,728	F.M. Thomas Supplemental (includes Basic):	\$55,200

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 highest scoring proposer, Siemens, at an annual cost of \$55,410, for the first year of the contract, without the Supplemental Services. However as shown in the evaluation both Siemens and F.M Thomas are well qualified to perform the scope or work and F. M. Thomas costs are lower.
2. Council could award the contract to Siemens, Inc. and include the Supplemental Services (mechanical guaranty) in an annual amount of \$91,725.
3. Council could award the contract to F.M. Thomas without the Supplemental Services (mechanical guaranty) in an annual amount of \$49,728 for the first year of the contract.
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 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 F.M. Thomas Air Conditioning, Inc. with three optional one-year extensions will provide high quality HVAC maintenance to sixteen City facilities

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.



ERNESTO MUNOZ
Director of Public Services



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 1st floor need to have the fan shaft bearing inspected

Observation

- Found broken pneumatic thermostat on the 4th 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.

City of Costa Mesa
 Annual Expn. Budget
 HVAC - 18 Locations

4/4/2012

Frequency	60-Day	Quarterly	Annual	Semi-annual	Bi-Annual	Quarterly	Monthly	Not Included	Not Included	Not Included	Extn. Total Annual	
	Maintenance	Filters - Quarterly	Annual Filters	Exhaust Fans	Electric - Infrared	Air Handlers	Refrigerant	Water Treatment	Refrigerant Detector - Calibration	Compressor Annuals	Brush Condenser Tubes	
1	Balearic Center	1,875			Not Included							1,875
2	City Hall	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	4,554	3,914	3,360			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

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Model Number</u>	<u>Qt.</u>
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 VARIOUS LOCATIONS**

**Public Services Department
CITY OF COSTA MESA**

Proposal No. 1148

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 wide variety of municipal facilities. 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:

- o Package HVAC units.
- o All mechanical, electronic aspects of HVAC systems.
- o Multi zone air handling systems
- o A comprehensive understanding of HVAC control 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 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 all HVAC systems and provide that data to the City representative at the first of every month.
- Contractor shall inspect all support structures, and provide documentation of maintenance and repairs to the City Representative.
- Contractor shall inspect all moving parts or components, investigate noises: belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers specifications.
- 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 having served 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 on a variety of HAVAC control systems, and must be able to provide operator coaching and on-site training of select personnel as needed.
- Contractor shall have 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 20 mile radius from the City boundary line of the City of Costa Mesa.
- Contractor shall provide the City representative with a comprehensive monthly tracking report of HVAC services and repairs. Report will be generated on a nonproprietary software program and given to the representative electronically at the first of every month.
- Contractor shall implement measures to remotely access generic HVAC control systems as needed for emergency service.
- Service Automation specialists shall demonstrate familiarity with a variety of generic HVAC control systems.

- Contractor shall advise the City Representative of the availability of generic HVAC control system upgrades, 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 14 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 14).

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 14).

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 14).

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 9). 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 14).

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 9). 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 14).

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.
13. Inspect air handling unit fan assembly.
14. Lubricate condenser motors as required.
15. Chemically clean condenser coil and fan blades annually.
16. Check structural integrity of unit.
17. Check all mounting hardware, tighten as needed.
18. Check and calibrate controls.

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.

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.

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 the facilities identified. 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 SUBSTATION – 567 W. 18TH STREET

Rheem	RPNA-048A000 Package
Rheem	RPNA-06000 Package
Rheem	Package Unit

COMMUNICATIONS CENTER – 79 FAIR DRIVE

Carrier	48GL036620 Package Unit
Carrier	48GH0065 Package Unit
Carrier	50YH024 Package Unit
Carrier	48DP012 Package Unit
Loren Cook	(5) Exhaust Fans

NEIGHBORHOOD COMMUNITY CENTER – 1845 PARK AVENUE

Lennox	GCS8E Package Unit
Lennox	GCS8E Package Unit
Lennox	GCS8E Package Unit
Lennox	GCS8E Package
Lennox	GCS3 Kitchen Package Unit
Lennox	GCS3 Package Unit
Essick	Evaporative Cooler/Heater Kitchen
Twin City	Exhaust Fan
Automation	Field Level Network Controller (1)
	Terminal Equipment Controllers (6)

HISTORICAL SOCIETY – 1870 ANAHEIM STREET

Day Night 567C060 Package Unit
Day Night 5277C Package Unit

MESA VERDE LIBRARY – 2969 MESA VERDE DRIVE EAST

Climatrol URH08300 Package Unit
Climatrol URH103007 Package Unit

FIRE STATION #1 – 2803 ROYAL PALM DRIVE

Janitrol 440363 Condenser Unit
Janitrol 440363 Condenser Unit
Janitrol 24-100 New Heaters & Evaporative Coil
Janitrol 24-100 New Heaters & Evaporative Coil
Carrier 58ZAV075 Gas Heaters
Carrier 58ZAV075 Gas Heaters
Carrier 58ZAV075 Gas Heaters
Carrier 58ZAV075 Gas Heaters
Mitsubishi (4) Package Units = (2) Condenser Units & (2) Evaporative Units
Whirlpool AEF120 Package Unit
Various (3) Exhaust Fans
Misc. Wall Furnaces

FIRE STATION #2 – 800 BAKER STREET

BDP 569bb060 Split Condenser & Evaporative Unit
BDP 396GAW0 Split Condenser & Evaporative Unit
Misc. Wall Furnaces

FIRE STATION #3 – 1865 PARK AVENUE

Carrier 50NQ024 Package Unit
Carrier 50NQ024 Package Unit
BDP 542037 Package Unit
BDP 542D02 Package Unit
Greenheck Kitchen Exhaust Fan
Illegible Evaporative Cooler
Reznors (2) Unit Heaters

FIRE STATION #4 – 2300 PLACENTIA AVENUE

BDP 559EJ030 Package Unit
BDP 569BB060 Package Unit
BDP 396AW060 Package

FIRE STATION #5 – 2450 VANGUARD WAY

Trane FBYC200G Package Unit
Illegible EC
Illegible (2) Exhaust Fans

FIRE STATION #6 – 2350 SAKIOKA DRIVE

Carrier 48DJD006530 Package Unit
Carrier 48DJD004510 Package Unit
Carrier 48DJE004510 Package Unit
Carrier 48DJD00510 Package Unit
Various (5) Exhaust Fans

NEW CORPORATION YARD – 2310 PLACENTIA AVENUE

Lennox HS16-651 Package Unit
Lennox GS15Q4/5X Split Unit
Lennox GS15Q3/4X Heating

OLD CORPORATION YARD – 2300 PLACENTIA AVENUE

Carrier 48GSN060090301 Package Unit

BALEARIC CENTER – 1975 BALEARIC DRIVE

Hayes 210SED-CF 2 ea 20x24x1 Filters
Hayes 210SED-CF 2 ea 20x24x1 Filters
Hayes 210SED-CF 4 ea 20x24x1 Filters

DOWNTOWN RECREATION CENTER – 1860 ANAHEIM AVENUE

Carrier 48HJE012 Package Unit
Carrier 48HJE006 Package Unit
Carrier 48HJE008 Package Unit
Carrier 48HJE004 Package Unit
Cook 150 ACRU 5B Exhaust
Cook 150 ACE B 135 C3B Exhaust Fan
Cook 150 ACE B 135 C2B 3 ea Exhaust Fan
Cook GEM GN 340 2 ea Exhaust Fan
Cook LITTLE GEM II 2 ea Exhaust Fan
Modine 4 ea Make up air units

SENIOR CENTER – 695 W. 19TH STREET

Carrier	40AQ018 Package Unit 2
Carrier	48DJD004 Package Unit 3
Carrier	48DJD005 Package Unit
Carrier	48DJD006 Package Unit
Carrier	48DJD007 Package Unit
Carrier	48DJD008 Package Unit
Carrier	48DJ009 Package Unit 2
Carrier	48DJ007 Package Unit
Carrier	48DJE012 Package Unit
Carrier	48DJE014 Package Unit
Cook	Exhaust Fans 8 ea
Essick	Tri-Temp 175 L Make up air 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 MAY14, 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 VARIOUS LOCATIONS
PROPOSAL NO. 1148**

Inquiries

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

John Aguilar, Facility & Equipment Supervisor
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 an 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 as 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'S 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 of 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

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
Balearic Center	1975 Balearic Drive	8,035
Communications Center	79 Fair Drive	7,960
Corp Yard Rear (Old)	2300 Placentia Avenue	17,450
Corp Yard Front (New)	2310 Placentia Avenue	18,006
Downtown Community Center	1860 Anaheim Avenue	12,000
Fire Station #1	2803 Royal Palm Avenue	9,308
Fire Station #2	800 Baker Street	4,800
Fire Station #3	1865 Park Avenue	6,500
Fire Station #4	2300 Placentia Avenue	7,213
Fire Station #5	2450 Vanguard	6,500
Fire Station #6	2350 Sakioka Drive	9,200
Historical Society Building	1870 Anaheim	4,000
Mesa Verde Library	2969 Mesa Verde Dr. East	5,888
Neighborhood Community Center	1845 Park Avenue	24,000
Police Substation	567 W. 18 th Street	8,966
Senior Center	695 W. 19 th Street	20,127

EXHIBIT B

City of Costa Mesa

BID PRICING SHEET

BUILDING HVAC MAINTENANCE BID PRICING

BUILDING	ADDRESS	MONTHLY LABOR HOURS	TOTAL MONTHLY COST	ANNUAL COST
Balearic Center	1975 Balearic Drive		\$	\$
Communications Center	79 Fair Drive		\$	\$
Corporation Yard (Old)	2300 Placentia Avenue		\$	\$
Corporation Yard (New)	2310 Placentia Avenue		\$	\$
Downtown Recreation Center	1860 Anaheim Avenue		\$	\$
Fire Station #1	2803 Royal Palm Avenue		\$	\$
Fire Station #2	800 Baker Street		\$	\$
Fire Station #3	1865 Park Avenue		\$	\$
Fire Station #4	2300 Placentia Avenue		\$	\$
Fire Station #5	2450 Vanguard		\$	\$
Fire Station #6	2350 Sakioka Drive		\$	\$
Historical Society Building	1870 Anaheim		\$	\$
Mesa Verde Library	2969 Mesa Verde Drive East		\$	\$
Neighborhood Community Center	1845 Park Avenue		\$	\$
Police Substation	567 W. 18 th Street		\$	\$
Senior Center	695 W. 19 th Street		\$	\$

BUILDING HVAC SUPPLEMENTAL SERVICES BID PRICING

BUILDING	ADDRESS	MONTHLY LABOR HOURS	TOTAL MONTHLY COST	ANNUAL COST
Balearic Center	1975 Balearic Drive		\$	\$
Communications Center	79 Fair Drive		\$	\$
Corporation Yard (Old)	2300 Placentia Avenue		\$	\$
Corporation Yard (New)	2310 Placentia Avenue		\$	\$
Downtown Recreation Center	1860 Anaheim Avenue		\$	\$
Fire Station #1	2803 Royal Palm Avenue		\$	\$
Fire Station #2	800 Baker Street		\$	\$
Fire Station #3	1865 Park Avenue		\$	\$
Fire Station #4	2300 Placentia Avenue		\$	\$
Fire Station #5	2450 Vanguard		\$	\$
Fire Station #6	2350 Sakioka Drive		\$	\$
Historical Society Building	1870 Anaheim		\$	\$
Mesa Verde Library	2969 Mesa Verde Drive East		\$	\$
Neighborhood Community Center	1845 Park Avenue		\$	\$
Police Substation	567 W. 18 th Street		\$	\$
Senior Center	695 W. 19 th Street		\$	\$

F.M. THOMAS AIR CONDITIONING, INC.

Contractor's License #313574

231 Gemini Avenue,

Brea, CA 92821

(800) 660-0891

FAX (714) 738-0886

(714) 738-1062

www.fmthomas.com

F M T * * M E A N S * * S E R V I C E

May 14, 2012

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

Re: Request of Proposal for Municipal Facility HVAC Maintenance, Proposal #1148, **Various Sites**

Subject: **Additional Supplemental Bid**

Dear City Clerk:

FM Thomas Air Conditioning Inc represents the well-qualified firm you seek to provide the comprehensive heating-ventilation-air conditioning (HVAC) maintenance and repair program for the wide variety of City Costa Mesa facilities.

FM Thomas shall repair or replace failed or worn parts (such as bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, FM Thomas will troubleshoot the system to diagnose the system's problems.

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

The City shall not incur any extra charges for this service. FM Thomas shall itemize the equipment list covered under repair or replaceable (include

Preventative Maintenance services pages 7 – 13& HVAC equipment listed on pages 14-17).

FM Thomas Air Conditioning Inc has been an HVAC provider in the past with a successful project at the Senior Center. We wish to provide the City with the following services:

- Building Control through Honeywell Automation
- HVAC Maintenance Services
- HVAC Products
- Energy Services
- Water Treatment Services

It is our desire to make it easy for the City to do business with FM Thomas Air Conditioning Inc. We are a local firm with deep roots in Southern California, established in 1974.

HVAC CONTROL SERVICES – Automation

Important note: Our quote for “additional supplement” includes the following:

Install Honeywell JACE and integrate existing Field Level Network BAS

FM Thomas will provide the following to add a Web interface to your Siemen’s Building Automation System:

- Honeywell WEBS-600 Supervisory Controller in NEMA 1 enclosure
- Install CSI3 Siemens driver and provide correct licensing
- Build Graphical User Interface (GUI) per customer approval and expectations with information provided by the City workstation
- Verify system functions and performance
- Reuse City workstation computer with Siemens configuration for Apogee bus controllers

Retrofit Spyder Controllers to an Existing or New HVAC Controller Installation

This allows for future remodeling work or in event a Siemen device fails.

- Siemen network cabling to existing Siemens devices will need to be preserved
- New Honeywell controllers will be able to be programmed and configured in the WEBS-600 Interface
- Graphics to be reused or upgraded to take advantage of new features available from Honeywell Spyder Controller(s)
- WEBS-600 enables the use of Ethernet based routers which could be placed strategically around a facility

Retrofit of Siemen BAS Automation System

- Cost of retrofit is included in First Year pricing

Preventative Maintenance

FM Thomas will provide preventative maintenance on the 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 are identified in the List of Maintained Equipment in this proposal

Honeywell automation controls do **not drift out of calibration**. Honeywell systems are software based, **servicing** relates to monitoring, inspections and adjustments. This service will extend equipment life, reduce energy consumption and reduce the risk of costly & disruptive breakdowns. The City will receive twelve (12) visits per year to complete this work. Siemens products which “drift out of calibration” will be replaced with Honeywell products as part of the “additional supplement” proposal.

Data Protection and Data Recovery Services

FM Thomas will perform scheduled database back-ups of your workstation database & graphics and/or field panel databases and provide safe storage of this critical HVAC information. FM Thomas backs up the data to three (3) CD's which

are kept at separate locations. FM Thomas can download remotely to City facilities.

Software Maintenance

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

Software Support and Updates

FM Thomas will provide the City with software to the Honeywell software as they become available. Included is onsite training to familiarize City Staff with the new features and their associated benefits.

HVAC SERVICES – Facility Equipment

Annual Maintenance

FM Thomas will perform scheduled annual preventative maintenance in accordance with a program of standard routines as determined by our experience, equipment application, equipment operating hours that are recommended by the equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of your equipment and provide proactive indications of excessive wear and damage to your HVAC systems before catastrophic failure occurs during the next operating season. Depending on our findings, we may also recommend additional service(s) that will better enhance equipment performance.

HVAC Air Filter Changing Service

Through this service, FM Thomas will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. **Filters are MERV 8 minimum rating.** This service also helps ensure 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 this proposal. 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 your approval to adjust the frequencies and any associated pricing.

Air Cooled Condenser Coil Cleaning

Through this service, we will improve airflow across condenser coils, restore heat transfer and extend the life of the compressor(s). 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 was at our discretion based on condition of outside environment and coil accessibility. FM Thomas uses **Simple Green as cleaning solution**. The equipment under this service is itemized in the List of Maintained Equipment in this proposal.

Evaporator Coil Cleaning

FM Thomas will clean your air handling unit evaporator coils to help restore air circulation in the air distribution system and reduce dust & dirt in the system. Coils will be cleaned at a time that is mutually agreeable between City Staff and FM Thomas. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that the coil has collected. FM Thomas uses **Simple Green as a cleaning solution**. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

Refrigerant Oil Analysis

FM Thomas will perform spectro-chemical refrigerant oil analysis and trend oil condition to identify 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, FM Thomas 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. Oil changes are outside the scope of this service. Oil analysis does **not apply to oilless Turbo Core compressors**. Carrier compressor(s) are included. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

Cooling Tower Drain and Refill

FM Thomas will retain highly specialized water treatment firm for tower(s). The equipment included under this service is itemized in the List of Maintained Equipment in this proposal. Our goal is to improve tower cycle time to reduce Cooling Tower bleed off water wastage. This feature reduces City utility costs.

Operation Inspection

Through this service, FM Thomas will ensure mechanical equipment continues to operate efficiently, safely and with little operating disruption during the operating season. We will provide routine 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. You will find a detailed list of the tasks included with this service in the Equipment Tasking sections of this service agreement. This service will focus on equipment operation, fluid levels, operating & safety controls and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

Operation Inspection – Heating, FM Thomas is a Licensed California Boiler Contractor (C4)

Through this service, FM Thomas will help to ensure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We 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. You will find a detailed list of tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating & safety controls and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

Operation Inspection – Cooling

Through this service, FM Thomas will help to ensure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We 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. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this proposal. This service will focus on equipment operation, fluid levels, operating & safety controls and safe equipment operation.

Equipment Tasking

As referenced by the City RFP #1148, the equipment tasking will be strictly followed by FM Thomas for each equipment type, at the intervals planned. These tasks are listed in the Appendix E and are designed to place the equipment into operating condition so that the equipment will operate effectively, reliably and efficiently.

HVAC SERVICES – Pneumatic

Preventative Maintenance

Pneumatic air compressor run time can change in response to mechanical component performance, building use and climate conditions. FM Thomas will provide quarterly preventative maintenance in accordance with a program of standards as determined by our experience, equipment application and location. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

HVAC SERVICES – Water Treatment

Water Treatment Service

Commercial water treatment seeks to manage four main problem areas: scaling, corrosion, microbiological activity and reduction of waste water. Water treatment service will extend the life, provide operational efficiency, minimize downtime and control water born disease such as Legionnaires. FM Thomas will perform commercial water treatment service for both hot and chilled water loops at the

Costa Mesa City Hall and Police Department facilities. FM Thomas will retain highly specialized water treatment firm for tower(s) and this service will be completed monthly.

ELECTRICAL SERVICES – Infrared

Infrared Electrical 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 the component temperatures. FM Thomas will perform a biennial infrared scan of main electrical panel(s) at Costa Mesa City Hall and Police Department. FM Thomas will retain a licensed C-10 firm to provide infrared service and a detailed report will be given upon completion of onsite scan.

ENERGY OPTIMIZATION SERVICES

Benchmark Analysis

The City has referenced the requirements of Energy Optimization Services on page 12 of the RFP, and FM Thomas will meet the requirements of the City, as referenced. This will include:

- Energy Budgets and Forecasts
- Technology and Energy Audit

The City's satisfaction with FM Thomas services is an important component of this proposal. To achieve this satisfaction, FM Thomas will implement a program of comprehensive services applied to your building HVAC 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 may include:

- Reduced energy consumption
- Longer equipment life cycle

- Occupant comfort
- Reduced service calls
- Reduced labor costs
- Budget Management
- Reduced Cooling Tower waste water
- Energy comparison of older package equipment to current high efficiency units
- Air Duct Cleaning

CUSTOMER SUPPORT SERVICES

Emergency Response

Service to the City will include the ability to respond immediately to situations involving the health and safety of the employees and/or public. FM Thomas will also respond in instances when the comfort or operational capabilities of any public meeting space(s) are in question. Should troubleshooting and diagnosis require onsite visit, a specialist or technician will be dispatched from our conveniently located Orange County branch of operations.

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

FM Thomas will respond within 2 hours, Monday through Sunday (including holidays), 24 hours per day, upon receiving notification of an emergency situation. FM Thomas will furnish and install the necessary online technology to enable us to remotely dial into your system for resolution whenever possible.

PAST OR CURRENT BUSINESS OR PERSONAL RELATIONSHIPS

FM Thomas has serviced the City of Costa Mesa with the highest level of professionalism in the past and we look forward to renewing our business and personal relationship.

STAFFING

An important benefit of our Service Agreement derives from having trained service personnel of FM Thomas 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 facilities.

- **Tom Feyka**, Owner since inception in 1974 and overall strategist of your service plan based on current and future service requirements
- **Dave Peckinpaugh**, Service Account Supervisor is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of your services.
- **Meyer Rosenfeld**, Primary Service Specialist is responsible for performing the ongoing service of your automation system.
- **Randy Detwiler**, Primary Service Technician is responsible for performing ongoing service of your mechanical system.
- **Mike Orosco**, Service Technician who will be familiarized with your building systems to provide in-depth backup coverage.
- **Ron Outhier**, Project Manager is responsible for managing the delivery of your entire support program and service requirements.
- **Sharon Jones**, Service Coordinator is responsible for scheduling your planned Preventative Maintenance visits and handling your Emergency situations by taking the appropriate action.

F.M. THOMAS AIR CONDITIONING, INC.

Contractor's License #313574

231 Gemini Avenue,

Brea, CA 92821

(800) 660-0891

FAX (714) 738-0886

(714) 738-1062

www.fmthomas.com

F M T * * M E A N S * * S E R V I C E

May 17, 2011

City of Costa Mesa
RFP Municipal Facility HVAC Maintenance
Proposal #1148

HVAC Additional Supplemental – Various Sites

Five Year Price List

Year One: \$55,200, paid in advance
Year Two: \$57,960, paid in advance
Year Three: \$60,858, paid in advance
Year Four: \$63,900, paid in advance
Year Five: \$67,095, paid in advance

Optional Additional Year Price List

Year Six: \$70,450, paid in advance
Year Seven: \$73,973, paid in advance
Year Eight: \$77,671, paid in advance

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F M T * * M E A N S * * S E R V I C E

Bid #1148, Various Sites

FM Thomas is to provide HVAC services to City HVAC equipment as described in the following Equipment Task List.

FM Thomas will provide four (4) yearly inspections with four (4) yearly filter changes. Final scheduling is subject to City award date and proposed start of work.

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.
13. Inspect air handling unit fan assembly.
14. Lubricate condenser motors as required.
15. Chemically clean condenser coil and fan blades annually.
16. Check structural integrity of unit.
17. Check all mounting hardware, tighten as needed.
18. Check and calibrate controls.

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.

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.

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F M T * * M E A N S * * S E R V I C E

May 17, 2012

City of Costa Mesa
RFP Municipal Facility HVAC Maintenance
Proposal #1148

Re: Background Letter

Objectives:

- a) Provide effective cooling and heating system operation
- b) Create indoor temperatures which support social, business and city functions for the community of Costa Mesa citizens
- c) Processes of cooling and heating are dynamic, changing and challenging. Success and failure are constant companions
- d) Understand the process of success is based on the "look-think-act" policy
- e) Insist on quarterly meetings(s) with City staff members/FM Thomas technician/FM Thomas supervisor to review efforts, field complaints, resolve conflict
- f) Duct systems
 - a. Many duct systems lose 15% or more air to attic space
 - b. Find means to seal
 - c. Thermal losses can exceed 15%, due to under sized or damaged duct insulation
 - d. Advise on means to reinsulate
- g) Air Balance
 - a. Many Package units are incorrectly started with high speed selection on supply motors
 - b. Included in preventative maintenance to review motor speeds
 - c. Return air grilles and ducts are often undersized
 - d. Inspect on preventative maintenance visits and advise on means to correct

Provide HVAC services which extend useful life of HVAC systems

- a) Keep heat exchange surfaces clean as regular and normal function
- b) Keep package equipment fully charged with refrigerant, immediately repair leaks and recharge
- c) Keep electrical tight, read infrared temperatures, replace compressor contactors

- d) Measure unit performance as part of preventative maintenance
 - a. See attached package unit field work order
- e) Keep records on problem units, advise replacement with higher seer (seasonal energy efficiency rating) rated units

Scope of work found in RFP

- a) Typical and normal, check and record preventative maintenance listing of services.
- b) Notice “cooling tower drain pan, P7, drain to prevent freezing.” Obviously broadly written
- c) FM Thomas advises more measurement tests be included with each preventative maintenance visit

I have been an HVAC contractor for 38 years with a total of 45 years practical experience. Self-taught mechanical engineer and businessman. I have learned the following truisms.

Energy Services:

- a) Always focus on best preventative maintenance as first line of defense for lowering energy costs. This is a constant issue to address
- b) Energy costs vary from building to building and within the same local areas.
 - a. Number of degree days, above or below 70 degrees, will vary from year to year
 - b. Older units with low seer (energy rating) always increase energy costs
 - c. Run time per day/week/month varies
 - d. Wrong temperature settings on thermostats drive unit operation into over cooling/over heating energy wasting events
 - e. Understand condition of units, as in good, fair or bad shape. Keep records for annual meeting
- c) I support energy review/comparisons; however, it is the “rear view mirror” approach. It has long since occurred!!!
- d) I favor proactive, real time continuing efforts. Sometimes uncomfortable or boring, yet it results in savings

How I understand City

- a) Reading the proposal, Siemen Controls concerns are strongly stressed. The question begs for consideration, is the Siemen(s) system so prone to adjustments/upgrading software/monthly inspections and potential failure as to **warrant City ownership**? The control systems is a *small component in the HVAC process*, it is **vastly overstated in importance**
- b) Let’s consider the Honeywell systems and **Senior Center**. Same hardware/software runs almost **without attention** from installed, 4 years ago

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F M T * * M E A N S * * S E R V I C E

May 17, 2012

City of Costa Mesa
RFP Municipal Facility HVAC Maintenance
Proposal #1148

Vendor Cover Letter

- A. Reposition City of Costa Mesa HVAC control systems with non-proprietary control systems
- B. Benefits:
 - a. Replace various base system Siemens controls with Honeywell products which are not proprietary
 - b. Increases HVAC pool of contractors available, providing "test of market" opportunity
- C. HVAC systems by its nature loses efficiency
 - a. Institute package unit performance maintenance program with real operating measurements
 - b. Maintenance program as listed pages 8 – 11 is standard for applied equipment measurements as logging for quarterly review. Create high/low measurement values for chillers/pumps/boilers
 - c. See typical FM Thomas package unit preventative maintenance work order attached
- D. Budgets
 - a. True cost savings occur from new high efficiency HVAC systems, rating of seer 13 or higher
 - b. Locate from past records and site inspections high yield failed HVAC equipment candidates for unit upgrade to higher seer products
- E. Our offer is good for 180 days

Service requests are directed to Sharon Jones, our service dispatcher. Contact at 714/738-1062

Our service address is:

FM Thomas Air Conditioning Inc
231 Gemini Ave
Brea, Ca 92821

All services are provided out of this location.

FM Thomas will hire a C10 licensee, which will be ESI in Huntington Beach. FM Thomas is a "B" licensee and can hire a C10 as necessary

Sincerely,
FM Thomas Air Conditioning Inc.

A handwritten signature in black ink, appearing to read 'Tom Feyka', with a long horizontal stroke extending to the right.

Thomas Feyka
President

F.M. THOMAS AIR CONDITIONING, INC.

Contractor's License #313574

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Brea, CA 92821

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F M T * * M E A N S * * S E R V I C E

May 17, 2012

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

Vendor List

C-10

Electrical Service & Installation Co
6422 Cavan Circle
Huntington Beach, Ca 92647
Telephone: 714/376-0621
Contact: Mike Holloway

Water Treatment

Economic Alternatives
1307 6th Street, Suite 203
Corona, Ca 92882
Telephone: 800/454-8848
Contact: Bill

Infrared Service

Basic Infrared Service
747 Pointe Vista Lane
Corona, Ca 92881
Telephone: 951/371-6713
Contact: Thely Daust



Economic Alternatives, Inc.

1307 W. 6th Street, Suite 203 Corona, CA 92882-3173 (951) 272-8200 Fax (951)272-8249

INDUSTRY EXPERIENCE

- FOUNDED:** 1986 (www.eaiwater.com)
- LOCATION:** Corona, CA (Main Office)
Northern California
Southern California
Arizona/Nevada
- OWNERSHIP:** Private (William Visconti and Fred Cohen)
- OFFERING:** EAI provides their customers with a full-range of water treatment solutions including chemicals and equipment for steam generation, cooling, closed loop, high-purity and potable water systems. We provide industry leading on-site services and consultation that provide our clients an avenue to meet all of their water management needs
- MARKETS:** Healthcare, Pharmaceutical, Higher Education, Data Centers, Office Buildings, Government, Manufacturing
- MISSION:** Water Management is defined as the careful and appropriate use of water. We partner with our clients to manage utility and potable water systems to defined standards ensuring facility due diligence, efficiency and cost-effectiveness. Our mission is to be *Leaders in Managing Water.*
- AFFILIATIONS:** Association of Water Technologies
California Society for Healthcare Engineering, Inc., Orange County
National Association of Chemical Distributors*
*Associated thru Miles Chemical
- CORE VALUES:** **Aligning with our Client's Objectives**
Our business model is designed to accentuate transparency which promotes alignment with our client's objectives. Examples include:

- Separation of treatment “tools” from management fees
- Commitment to Open Source equipment- no proprietary solutions
- Locally-sourced, custom chemical blending

Accountability to Results

We implement the following to ensure expected results are realized:

- Systematic process based on Total Quality Management principles
- Engineer Development Program
- Use of independent authorities and resources for best practices and performance measurement
- Cost-effective, high-performance products and equipment

Acting Responsibly GREEN

We continually strive to design solutions that reduce waste and environmental impact. We act responsibly by acknowledging that energy is always the most costly resource in facility water processing, thus the primary intent of our water management plans is to minimize energy costs by maximizing heat transfer efficiency through clean waterside heat transfer surfaces.

We strive to achieve energy efficiency while simultaneously saving water through the use of non-potable makeup and high cycles of concentration. We support the research and development of safer chemicals and chemical processes. We promote proven technologies that achieve GREEN goals and incorporate best practices from independent authorities into our systematic Water Management Process to ensure goal attainment.



Basic Infrared Service
 951-371-6713 888-861-9202
 FAX: 951-898-2622
 basicinfraredservice@gmail.com
 www.basicinfraredservice.com

Thely Daust
 President

RATE CARD

PROPOSAL SUBMITTED TO: F.M. Thomas Air Conditioning, Inc.				TODAY'S DATE: May 18th 2012	
CONTACT NAME: Tom TITLE: PRESIDENT			ADDRESS: 231 Gemini Avenue, Brea, CA 92821		
PHONE: CELL : 714-412-5950		FAX: 714-738-0886		EMAIL: tfeyka@fmthomas.com	
Panel / Load Centers: 97	CB/ Disconnects:	Switchgear:	Switchboard:	Xfmr:	Other: 16
<p>Comments: Thank you for this opportunity to do the full detailed thermal imaging for all your electrical distribution systems.</p> <p>We are an infrared inspection service. We specialize in Thermal scan testing with both digital and IR images. For all your electrical distribution systems. We provide you with full hard copy report with both digital and IR images.</p> <p>We also do a follow up inspection after you have done any repair or work on equipment that needed attention as a result of our technicians finding from our report.</p> <p>Once again, thank you for choosing Basic Infrared Service. We all look forward to working with you...</p>					
Total Pieces of Equipment: 97		Completion Date:		Rate : \$ 3,350.00	
<p>Rate includes: T & E, all labor, material, equipment, supervision, services, taxes, insurance, license, full report by print and/or email, a follow up visit, overhead and profit etc.</p>					
<p>Rate does not include: Necessary or incidental work required to complete the Basic Infrared Service work including, but not limited to, the scope of work and clarification in accordance with items in the Bid Quantity Detail section above. All work performed outside of inspecting is considered out of scope, except the report.</p>					
<p>Basic Infrared Service:</p> <p>Signature: <u>Thely Daust</u> Date: 5/18/12</p>					
<p>By signing this bid, you are legally obligated to the terms and conditions stated herein. Your signature commits your acceptance and compliance with all Sections above, Exhibits and Addenda herein.</p>					
Print: _____		Date: _____			
Signature: _____		Date: _____			

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Contractor's License #313574

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Brea, CA 92821

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F M T * * M E A N S * * S E R V I C E

Customer Referral List

City of Los Angeles

Robert Lombardo, HVAC Supervisor
North District
14832 Raymer St
Van Nuys, Ca 91405
Telephone: 818/756-8641

Services:

- HVAC Service/Repair/Sheetmetal Duct System
- Honeywell Automation, Installation and Repair
- Direct Expansion Piping
- Chilled/Condenser/Hot Water Piping
- Chiller Services – Annuals/Service/Overhaul
- Carrier Chiller Logic to Honeywell BAS

City of Rancho Mirage

Bill Oppenheim, Facilities Manager
69-825 Highway 111
Rancho Mirage, Ca 92270
Telephone: 760/831-1063

Services:

- HVAC Service/Repair/Air Conditioning Maintenance Agreement
- Honeywell Automation, City Hall and Library
- Tentative Honeywell takeover of Siemen at Annex Building (Budget Approval)
- Replacement HVAC Systems
- Cooling Towers and Pumps
- ABB Drives, Repair and Replacement
- Package Unit Repairs
- Design/Build HVAC System

City of Bellflower

Jon Terkeurst, Supervisor
16600 Civic Center Dr
Bellflower, Ca 90706
Telephone: 562/804-1424 x2253

Services:

- HVAC Maintenance Program
- HVAC Retrofit of Heaters and Fans
- Honeywell Control Retrofit at City Natatorium (in progress)
- HVAC Service and Repairs

Segerstrom Center for the Performing Arts (Orange County Performing Arts Center)

Rob Mahle, Chief Engineer
600 Town Center Dr
Costa Mesa, Ca 92626
Telephone: 714/556-2121 x6245

Services:

- Carrier Compressor Overhaul
- Major Retrofit, New Evaporative Condensers
- HVAC Maintenance
- VFD Service/Replacement (ABB)

St. Jude Medical Center

Bob Noonan, Director of Engineering
101 E. Valencia Mesa Dr
Fullerton, Ca 92835
Telephone: 714/992-3000 x3625

Services:

- Install Hot Water Reheat Coils with Piping
- HVAC Maintenance
- Chiller Services
- VFD Services and Replacement (ABB)
- Design/Build HVAC Systems

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Contractor's License #313574

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F M T * * M E A N S * * S E R V I C E

Hourly Service Rates & Material/Equipment Pricing

HVAC parts at 15% off retail pricing

HVAC equipment is cost plus 35%

No truck charge or mileage fees apply

Service Rates:

Automation:

Straight Time - \$150/hour

Overtime - \$185/hour

Double Time - \$225/hour

Four (4) hour minimum, applies to field

One (1) hour minimum, applies to remote

HVAC:

Straight Time - \$135/hour

Overtime - \$175/hour

Double Time - \$200/hour

Two (2) hour minimum

Electrical:

Straight Time - \$135/hour

Overtime - \$175/hour

Double Time - \$200/hour



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 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: RM Thomas

Representative name (print): Tom Fyfe

Representative signature: [Signature] Date: _____

John Aguilar / Facilities Maintenance Supervisor

City Hall

16x20x2 = 10
16x25x2 = 16
20x25x2 = 16
20x20x2 = 10
18x25x2 = 6
20x20x1 = 4
20x25x1 = 1

Police Dept.

24x24x2 = 16
16x24x2 = 4
24x24x12 = 16
16x24x12 = 4
16x25x2 = 8
20x25x2 = 6

Senior Center

20x20x2 = 20
16x25x2 = 14

Electrical Panel Count

City Hall = 21

Communications = 4 Panels

New Corp Yard - 3 panels

DRC - 5 Panels

Balearic - 1 Panel

Police = 20 Panels

Old Corporation Yard - 6 Panels

NCC - 8 Panels

Senior Center - 6 Panels

Mesa Verde Library - 1 Panel

Fire stations

1- 4 Panels

2- 3 Panels

3- 3 Panels

4- 4 panels

5- 4 Panels

6- 4 Panels

Total = 97 Electrical Panels

#2

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

Company name: F. M. Thomas and Construction Inc

Representative name (print): Tom Feyker

Representative signature: [Signature] Date: 5/18/2012

Addendum prepared by:
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.