

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
SIEMENS INDUSTRY, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SIEMENS INDUSTRY, INC., a Delaware corporation ("Contractor").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide heating, ventilation and air conditioning ("HVAC") maintenance and repair services at City Hall and the Police Department, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, 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 CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services").

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor 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 Contractor's performance under this Agreement.

1.4. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's compensation for the first year of this Agreement shall not exceed Ninety Thousand Six Hundred Forty-Eight Dollars (\$90,648.00). Contractor's compensation for the second year of this Agreement shall not exceed Eight-Three Thousand Four Hundred Nineteen Dollars (\$83,419.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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. Contractor may submit invoices to the City 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

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

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibit A. 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 two (2) years, ending on July 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor 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. Contractor 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 Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (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: "Contractor'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) Contractor'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. Contractor 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. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 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, and (b) 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 CONTRACTOR:

Siemens Industry, Inc.  
6141 Katella Avenue  
Cypress, CA 90630  
Tel: (657) 465-0743  
Attn: Vincent Makuch

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5299  
Attn: Doug Lovell

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would

require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.19. Headings. 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

6.24. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. 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.

**CONTRACTOR**

*Pauli Slick*  
Signature

Date: 7/29/2020

*Julie Slick Sales Manager*  
[Name and Title]

*AM*  
Signature

Date: 7/29/2020

*Tony Nolan Branch General Manager*  
[Name and Title]

**CITY OF COSTA MESA**

*Lori Ann Farrell Harrison*  
Lori Ann Farrell Harrison  
City Manager

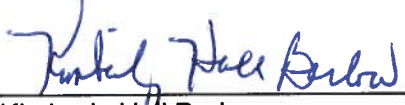
Date: 8/18/20

**ATTEST:**

*Brenda Green 8/19/2020*  
Brenda Green  
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow  
City Attorney

Date: 8/18/20

APPROVED AS TO INSURANCE:



Ruth Wang  
Risk Management

Date: 8/12/2020

APPROVED AS TO CONTENT:



for Doug Lovell  
Project Manager

Date: 8-12-2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman  
Public Services Director

Date: 8-12-2020

APPROVED AS TO PURCHASING:



Carol Molina  
Acting Finance Director

Date: August 6, 2020

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

# SIEMENS

*Ingenuity for life*

**PROPOSAL**

HVAC Maintenance & Repair Services at City Hall & Police Department Headquarters  
based on Sourcwell Coop Purchasing Agreement, #030817-SIE & #031517-SIE

**PREPARED BY**

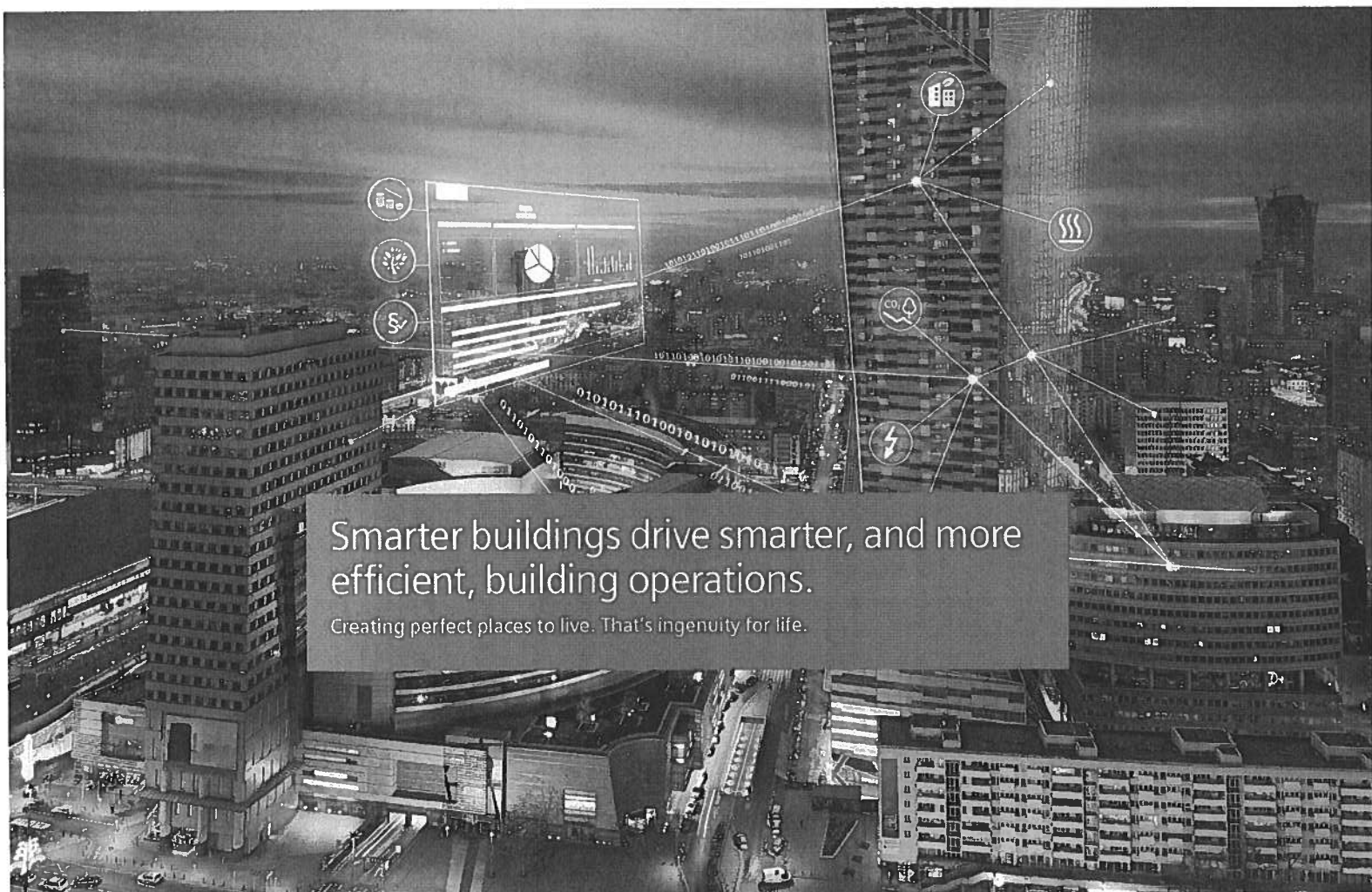
Siemens Industry, Inc., Smart Infrastructure Division

**PREPARED FOR**

City of Costa Mesa

**DELIVERED ON**

July 08, 2020



Smarter buildings drive smarter, and more efficient, building operations.

Creating perfect places to live. That's ingenuity for life.

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**Contact Information**

|             |               |
|-------------|---------------|
| Proposal #: | 4966137       |
| Date:       | July 08, 2020 |

|                  |  |  |
|------------------|--|--|
| Sales Executive: | Vincent Makuch   | Joshua Clark   |
| Telephone:       | +1 (657) 465-0743  | +1 (714) 872-2850  |
| Email Address:   | <a href="mailto:vincent.makuch@siemens.com">vincent.makuch@siemens.com</a> | <a href="mailto:clark.joshua@siemens.com">clark.joshua@siemens.com</a> |

|                         |                                      |
|-------------------------|--------------------------------------|
| Prepared By:            | Siemens Industry, Inc.               |
| Address:                | 6141 Katella Ave, Cypress, CA, 90630 |
| DIR Number:             | 1000002447                           |
| CA Contractors License: | 758796                               |

|                      |  |
|----------------------|--|
| Prepared For:        | City of Costa Mesa   |
| Address:             | 77 Fair Drive, Costa Mesa, CA 92628  |
| Customer Contact:    | Stephanie Urueta, Buyer  |
| Contact Information: | <a href="mailto:stephanie.urueta@costamesaca.gov">stephanie.urueta@costamesaca.gov</a> |
|                      | +1 (714) 754-5305  |

## Proposal Overview

Services shall be provided at the following location

1. City Hall: 77 Fair Drive, Costa Mesa, CA 92626
2. Police Department: 99 Fair Drive, Costa Mesa, CA 92626

Scope of Work (Detailed Scope of Work Provided in the Following Sections)

1. Building Services - Mechanical
  1. Annual Inspection
  2. Operational Inspection
  3. Condenser Tube Cleaning
  4. Vibration Analysis
  5. Air Filter Service
  6. Belt Service
  7. Coil Cleaning - Condenser
  8. Cooling Tower Cleaning
  9. Combustion Analysis
  
2. Building Services - Automation Control
  1. Data Backup and Restore Services
  2. Preventative Maintenance
  3. Network Maintenance
  4. Software Maintenance

### Sourcewell Formerly NJPA Membership Information

1. Siemens Contract Information - #030817-SIE & #031517-SIE
2. Customer Membership Information - 2173; Membership Originated on 06/30/2005

### Initial Term Investments

| Billing Frequency | Period Range            | Period      | Sell Price  |
|-------------------|-------------------------|-------------|-------------|
| Annually*         | 08/01/2020 to 7/31/2021 | Year 1 of 2 | \$90,648.00 |
| Annually*         | 08/01/2021 to 7/31/2022 | Year 2 of 2 | \$83,419.00 |

*\*See Appendix G for Pricing Breakout on CPI and added Scope Request*

## Executive Summary

Siemens Industry, Inc. - Smart Infrastructure Division is committed to optimize the City of Costa Mesa's buildings and infrastructure by delivering services that improve energy efficiency, comfort, safety and security through the knowledge and expertise of our people. As trusted controls and mechanical advisor we are excited to modify the current service agreement to meet the needs outlined in the Request for Proposal submitted to us on June 18, 2020 by Stephanie Urueta, Buyer on behalf of the City of Costa Mesa. Siemens utilizes the cooperative purchasing solution that offer savings in both time and money for end users by consolidating the efforts of numerous individually prepared solicitations into one national, cooperatively shared process—taking advantage of the aggregation of volume from members nationwide.

We look forward to demonstrating our value as your trusted advisor to address the current and future needs that the city is facing with maintaining one of their largest energy consumers, which is their mechanical equipment. Through bundling your services pertaining to your HVAC services, eliminates the guessing on whose responsibility is it. The city will keep the factory trained specialists for the Siemens Building Management System (BMS) equipment at both the facilities listed in this proposal as well as have Local Union 250 pipe fitters with 20+ years experience, available to you 24/7. Should the city choose to renew their services with Siemens:

- We will meet to align with the city's business goals and measure them through Key Performance Indicators (KPIs)
- Introduce remote technology to assist in servicing the (BMS) with Facilities and IT sign-off
- The city can utilize local Siemens resources when developing energy saving strategies
- The latest technology will be presented to the city, ensuring they have information on energy efficient offerings allowing them to provide their staff and community with a safe and secure environment

Siemens will provide the required support in establishing KPIs and a formal plan for equipment maintenance based on the current requirements set forth in the RFP. To develop the plan, targets are set, a baseline is established and a gap analysis is conducted. A plan is then formulated through setting up a proper maintenance schedule, training (if required) and tracking & reporting on defined KPIs. Siemens will facilitate a workshop with your team to assess the current KPIs are acceptable and adjust as needed. Should you need any other information to move this process forward and further validate your decision, please let us know. We are grateful for this opportunity to continue our partnership with the City of Costa Mesa.

## Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations. References are available upon request.



## Quality Assurance / Goal Alignment

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under this Services Agreement. We will discuss the performance of your systems, your facility and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

Siemens use a Proven Outcomes service **3D Approach** to ensure satisfaction to help you achieve the expected outcomes.

**DEFINE.** We work with you to understand your goals and strategies, and ultimately Key Performance Indicators (KPI's). By establishing KPI's, we ensure that a service program is designed with them in mind, so the expected results will be achieved and measured.

**DELIVER.** We deliver services that are directly aligned with the expected outcomes (KPI's). This helps to ensure that the services and tasks are aligned with your goals. In addition, we provide transparency to the services as they are performed.

**DEMONSTRATE.** We quantify performance against your KPI's and review this performance with you on a *quarterly* basis. We also review any recommendations for improvement and establish next steps with you. This keeps the services we provide relevant to your needs. The Proven Outcomes Service Framework is a collaborative approach which ensures that we work together and ultimately help you achieve organizational outcomes.

Your organization has listed a few goals in the RFP as well as expressed some public goals via the website. Siemens can have a measurable impact on the goals outlined below. This Proven Outcomes based service plan herein is written with these specific goals as the key focus of this agreement:

- *Maintain a semi-annual inspection record of equipment*
- *Provide visual documentation of preventative maintenance visits*
- *Reduce energy cost and increase up time*
- *Reduction in CO2 Emissions*

These goals can be adjusted throughout the duration of the agreement to maintain alignment with the city's evolving goals. These **Key Performance Indicators (KPIs)** help measure the above goal achievement and align our service delivery to your organization's outcomes.

- *Provide a spring and fall inspections report within a week of the inspection being completed, to reduce the use of paper a digital copy will be provided on a thumb drive and provided to the facility supervisor and at the location of work station*
- *To support the semi-annual inspection reports Siemens will document via a photograph date & time stamped photo via their mobile device before the leave the piece of equipment. An initial walk through with staff will be conducted so that the piece of equipment can be identified, photos will be provided as part of the semi-annual inspection report.*
- *Ensuring there are less than 5% of Failed Points within the System and less than 10% of points in operator*
- *Provide service remotely on the BMS where applicable will reduce CO2 Emissions and allow the specialist to focus on targeted issues that found during the remote preventative maintenance task.*

## Building Services – Automation

In order to maintain the integrity of the controls system and its components the following services delivered will ensure your satisfaction and help you achieve the outcomes you expect. Through the Siemens Building Automation Services we are pleased to offer the following services:

- *Manage System Operation & Compliance*
- *Protect Lifecycle Investment*
- *Optimize Performance & Productivity*

Siemens Remote Service and Solutions are implemented using the Siemens **common Remote Service Platform (cRSP)** by our remote services team located at our Digital Service Center (DSC). The Siemens DSC Remote Services team members are top tier control technicians, who implement the identified service tasks, changes and fixes to identify faults and root causes, only after customer approval. Items not able to be resolved remotely will be brought to the end users attention by the Client Service Manager (CSM) or Report Services Specialist (RSS) with a follow up visit with a field staff personal. To keep your system functioning, scheduled maintenance is vital. Coordination with facility team/IT personal to ensure there is access to your Apogee Insight system will be scheduled in advance.

## Manage System Operation & Compliance

### Preventive Maintenance – Automation

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

## **Software Maintenance**

Using appropriate tools from Siemens' suite of diagnostic tools, we periodically perform system diagnostics and then take corrective actions to ensure that the Building Automation System is performing at peak efficiency or to customer requirements. We make sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. We identify and correct software corruption and inconsistencies; eliminate duplicate points, redundant loops and causes of unnecessary traffic; and address unresolved points and alarm reporting problems. This will ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

## **Network Maintenance**

Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance ensures the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation.

## **Data Backup and Restore Services - Online (*Once the cRSP is active*)**

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed up information or data is lost from your system, Siemens will reload the information or data on-site or remotely, with your backup copy, within a specified time from notification.

## **Protect Lifecycle Investment**

### **Life-cycle Planning**

Siemens will conduct a review on your building automation and related systems that can be integrated to your BMS, to determine technology levels and the state and status of their life-cycle. Siemens will utilize the results of the reviews to make specific recommendations regarding the current and recommended technology, so that we can help you receive the full benefit and return from your investment. Siemens will provide you with a recommended technology road map and conduct a face-to-face debriefing with you. Where requested, Siemens will provide ongoing budget support to assist you in understanding future investment requirements.

## **Optimize Performance & Productivity**

### **Education Services**

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your BMS. To properly provide the appropriate training to your staff, Siemens will rely on the supervisor overseeing the controls to provide an assessment of the current skill level of your staff. The results of this assessment will enable Siemens to recommend specific training which will provide your staff with the

knowledge they need to perform their jobs and maintain the highest operating performance for your facility. Under this agreement you will have access to discounted Instructor Led Training (ILT) sessions at the local or at other training facilities in the United States.

## **Control Loop Tuning**

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service are itemized in the List of Maintained Equipment in this service agreement.

## **Customer Directed Support**

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. 16-hours of our specialist time is included. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

## **Building Services – Mechanical**

The following section briefly explains the services that we will be performing under this service agreement for your mechanical equipment services. The requirements per the scope of work in the RFP have been taken in to consideration and are included in this agreement. Services delivered by Siemens have been developed to ensure satisfaction and help you achieve the outcomes you expect. Through the Siemens Building Mechanical Services we are pleased to offer the following services:

### **Manage System Operation & Compliance**

#### **Annual Inspection**

Siemens will perform scheduled annual preventive maintenance in accordance with the RFP, a program of standard routines as determined by our 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, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs. Depending on our findings we will also provide recommendations for additional service(s) that will help to better enhance equipment performance and / or report any other deficiencies that are not corrected within the scope of this agreement. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

#### **Operating Inspection**

Through this service Siemens will help to ensure mechanical equipment continues to operate efficiently, safely and with minimal 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. 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 Mechanical Equipment List in this service agreement.

### **Condenser Tube Cleaning**

Siemens will provide necessary labor and material to remove the condenser head and manually clean the condenser tubes with the appropriate cleaning equipment and replace the condenser head when cleaning is completed. This is done to maximize heat transfer which should result in efficiently operating equipment. The condenser tubes will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Acid washing to remove excessive scale build up due to poor water treatment is not included with this service.

### **Air Filter Service**

Through this service Siemens will maintain indoor air quality by changing filters and minimizing dust and particles from collecting in the ductwork. This service also helps ensure proper flow through cooling and heating coils thus helping to prevent restrictions in airflow and provide better heat transfer, leading to better system performance and energy efficiency. The air handling equipment in which this air filter service is included is identified in the Mechanical Equipment List. In the event the air filter service 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 price.

### **Belt Service**

Siemens will provide necessary labor and material to change the belt(s) on the listed equipment. The belts will be changed during annual or seasonal inspections once per year. If a belt needs to be changed sooner we will swap it out under this agreement.

### **Coil Cleaning - Condenser**

Through this service Siemens will improve airflow across condenser coils and improve heat transfer. This service will help to extend the life of the compressors and improve efficiency. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, or dirt buildup by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on the condition of the outside environment and coil accessibility. Anything out of the ordinary will be addressed with staff to ensure it meets the RFP requirements. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

### **Cooling Tower Cleaning**

Siemens will drain, clean and remove normal debris from the cooling tower basins and distribution pans. This provides for even water flow and reduces the likelihood that debris will enter the condenser water system that could block chiller condenser tubes and restrict condenser flow, thus helping to prevent nuisance chiller shutdowns and poor system energy efficiency. The cooling towers included under this service are itemized in the Mechanical Equipment List in this service agreement.

## Optimize Performance & Productivity

### Vibration Analysis

Through this service Siemens will establish a baseline vibration analysis for specific pieces of equipment under current standard operating conditions. Initial baseline measurements are compared to expected vibration limits and readings from subsequent visits are then compared to the baseline. Through this analysis we can provide early detection of potential problems. This helps us to pinpoint issues so we can recommend repair well in advance of equipment failure. This service helps to reduce the risk of equipment failure and extends the useful life of your equipment. The equipment included under this service is itemized below:

- Chillers (Water cooled)
- Pumps
- Air Handler Motors

### Combustion Analysis

Siemens will utilize electronic flue gas analysis to perform combustion analysis, whereby we adjust the burner controls and linkages as required for efficiency and pollution control. If existing equipment cannot meet current pollution requirements, we will make recommendations for system improvements. The boilers included under this service are itemized in the Mechanical Equipment List in this service agreement.

## Emergency Response

### Emergency Online/Phone Response

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### Emergency On-site Response

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

## Exclusions and Clarifications

- Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (h) replacement of more than 10% of refrigerant charge per piece of equipment per incident; (i) installation / removal, and / or rental fees for any temporary HVAC equipment if necessary; or (j) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

## Connectivity and Communications

A secure remote connection to your facility enables Siemens to respond quickly, and maintain a high level of system up-time and performance as well as allows Siemens to keep few trucks on the road lowering CO2 Emissions. *City of Costa Mesa IT Department will work with our Siemens team to support the remote connection for the duration that Siemens will perform service. Siemens will adhere to any procedure that are mandated by the IT Department.*

SRS is the efficient and comprehensive, services that formerly required on-site visits are now available via data transfer. Remote resolutions are implemented using Siemens **common Remote Service Platform (cRSP)** by our remote services team within the United States located at the Digital Service Center. *The remote services team members are top tier control technicians, who implement the identified changes and fixes to identified faults and root causes, only after customer approval.* Items not able to be resolved remotely will be brought to the owner's attention. By proactively monitoring your systems, we can detect parameter deviations before problems occur. Siemens accesses your systems via a secure cRSP connection.

## Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to confirm schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

## Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

## Service Agreement Contract Characteristics

| Description                       | MECHANICAL       | AUTOMATION             |
|-----------------------------------|------------------|------------------------|
| Hours of Coverage                 | 24 x 7           | 24 x 7                 |
| Response Times (Phone/Online)     | 2 Hours          | 2 Hours                |
| Response Times (Onsite/Emergency) | 4 Hours          | 4 Hours                |
| Remote Services                   | No               | Yes (upon active CRSP) |
| Third Party Systems               | No               | No                     |
| Monitoring                        | No               | No                     |
| Labor Discount                    | Sourcewell Rates | Sourcewell Rates       |
| Material Discount                 | Sourcewell Rates | Sourcewell Rates       |

\*Troubleshooting issues will take place during PM visits, in the event it takes away from servicing the scheduled equipment the issue will be documented and reported to the customer. Labor and material costs for repairing or replacing components are handled separately. These costs can be billable in accordance with the RFP Section 4.0 and 5.0.



## Maintained Equipment List

| Segment    | Equipment Type              | Description                      | Qty | # of Visits | Period | VFD Incl. | Size (Tons/HP)    | PM Service | R&R Service |
|------------|-----------------------------|----------------------------------|-----|-------------|--------|-----------|-------------------|------------|-------------|
| Automation | Backup and Restore Services | Insight Workstation              | 1   | 4           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Customer Directed           | Apogee System                    | 1   | 2           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Field Panels                | City Hall Panels on P2 BLN       | 2   | 1           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Field Panels                | PHQ Legacy Panels on P2 BLN      | 3   | 1           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Field Panels                | PHQ Panel on P2 BLN              | 1   | 1           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Network Maintenance         | Apogee P2                        | 2   | 1           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Preventative Maintenance    | Apogee System                    | 1   | 2           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Software Maintenance        | Apogee System                    | 1   | 1           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Automation | Workstation                 | Insight Workstation              | 1   | 1           | 1, 2   | N/A       | N/A               | Yes        | No          |
| Mechanical | AHU                         | Air Handler w/ SF Only           | 2   | 4           | 1, 2   | Yes       | 50                | Yes        | No          |
| Mechanical | Air Compressors             | Air Compressors                  | 3   | 4           | 1, 2   | No        | 20                | Yes        | No          |
| Mechanical | Boilers                     | Boiler - Gas, Hot Water          | 1   | 8           | 1, 2   | No        | 60                | Yes        | No          |
| Mechanical | Chillers                    | Chiller - Recip, Water Cooled    | 2   | 4           | 1, 2   | No        | 25                | Yes        | No          |
| Mechanical | Chillers                    | Chiller - Recip, Water Cooled    | 3   | 4           | 1, 2   | No        | 60                | Yes        | No          |
| Mechanical | Chillers                    | Chiller - Recip, Water Cooled    | 2   | 4           | 1, 2   | No        | 90                | Yes        | No          |
| Mechanical | Chillers - Packaged         | Eddy Current Testing             |     | 1           | 1      | N/A       | N/A               | Yes        | No          |
| Mechanical | Cooling Towers              | Cooling Towers                   | 2   | 4           | 1, 2   | Yes       | 150               | Yes        | No          |
| Mechanical | Fan Coil Units              | Fan Coil - Elec Heat             | 19  | 4           | 1, 2   | No        | 15                | Yes        | No          |
| Mechanical | Fan Coil Units              | Fan Coil - Elec Heat             | 5   | 4           | 1, 2   | No        | 5                 | Yes        | No          |
| Mechanical | Fans                        | Exhaust/Supply Fan               | 10  | 4           | 1, 2   | No        | 5                 | Yes        | No          |
| Mechanical | Fans                        | Exhaust/Supply Fan               | 3   | 4           | 1, 2   | No        | 1                 | Yes        | No          |
| Mechanical | Pumps                       | Pumps                            | 10  | 4           | 1, 2   | No        | 10                | Yes        | No          |
| Mechanical | Pumps                       | Pumps                            | 6   | 4           | 1, 2   | Yes       | 20                | Yes        | No          |
| Mechanical | RTU                         | Package Unit - Htg-Clg, Air Cool | 1   | 4           | 1, 2   | No        | 4                 | Yes        | No          |
| Mechanical | RTU                         | Package Unit - Htg-Clg, Air Cool | 1   | 4           | 1, 2   | No        | 5                 | Yes        | No          |
| Mechanical | Split System                | Heat Pump - Split A-C            | 7   | 4           | 1, 2   | No        | 5                 | Yes        | No          |
| Mechanical | Strip Heaters               | Unit Heaters - Electric          | 99  | 1           | 1, 2   | No        | Info not provided | Yes        | No          |

## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system. Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours. The following list outlines the service team that will be assigned to the service agreement for your facility:

**Vincent Makuch – Sales Executive – (657) 465-0743** manages the overall strategic service plan.

**TBD – Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**TBD – Primary Service Specialist** is responsible for performing the ongoing service of your system.

**TBD – Secondary Service Specialist** familiar with your systems to provide backup coverage.

**TBD – Remote Services Specialist** is responsible for remote services including report generation and backups.

## Terms and Conditions

Below are the standard Terms and Conditions that Siemens provide with all Service Agreements. In the event the city does not have Term's and Conditions that they require will Require Siemens to adhere to the following terms will prevail.

**Terms and Conditions (Click to download)**

[Terms & Conditions](#)

(<https://www.siemens.com/download?A6V11628573>)

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

## Agreement Terms for Investments

Services shall be provided at:

1. City Hall: 77 Fair Drive, Costa Mesa, CA 92626
2. Police Department: 99 Fair Drive, Costa Mesa, CA 92626

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

### Duration (Initial Term and Renewal):

This Agreement shall remain in effect for an Initial Term of 2 Periods beginning 2020-08-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods with written consent by the city. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

### Initial Term Investments

| Billing Frequency | Period Range            | Period      | Sell Price  |
|-------------------|-------------------------|-------------|-------------|
| Annually*         | 08/01/2020 to 7/31/2021 | Year 1 of 2 | \$90,648.00 |
| Annually*         | 08/01/2021 to 7/31/2022 | Year 2 of 2 | \$83,419.00 |

*\*See Appendix G for Pricing Breakout on CPI and added Scope Request*

### \*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal are firm for 30 days.

## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

| Period | Period Range               | Price       | Billing Frequency |
|--------|----------------------------|-------------|-------------------|
| 1      | Aug 1, 2020 - Jul 30, 2021 | \$90,648.00 | Annually          |

#### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Vincent Makuch

\_\_\_\_\_  
Name

4966137

\_\_\_\_\_  
Proposal #

\$90,648.00

\_\_\_\_\_  
Proposal Amount

July 08, 2020

\_\_\_\_\_  
Date

#### Accepted by:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #  PO for billing only  PO not required

## Appendix A – Sourcewell formerly NJPA



Publication June 2019

The following proposal submitted by Siemens Industry, Inc. utilizes the cooperative purchasing solutions that offer savings in both time and money for end users by consolidating the efforts of numerous individually prepared solicitations into one national, cooperatively shared process—taking advantage of the aggregation of volume from members nationwide. The Dropbox file folder which is linked below is maintained by a Siemens team member. Our Sourcewell specialists periodically review documentation for compliance and effectiveness.

Sourcewell Documentation <https://www.dropbox.com/sh/a7d2qbmseamxfq4/AACJ5fPWdLaGbJpdSbahPYdra?dl=0>

## Appendix B – Maintenance Costs

### Sourcewell Labor Rates

Sourcewell rates are updated periodically. In the event the below rates were to change the rates will be discussed with the facilities team of the adjustments and a decision will be made on when to implement the change in rates. Please Note: A minimum service charge equal to 2 hours of labor at the appropriate rate will apply to all on-site service requests for all customers. A minimum charge equal to 2 hours of labor at the appropriate rate will apply to all on-line service requests.

| Automation Service Tiered Labor Rates FY19           |        |                         |                               |                         | Tier 1           |
|--|--------|-------------------------|-------------------------------|-------------------------|------------------|
| Type Labor   | Tier   | Standard Rates per Hour | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name      |
| Specialist   | Tier 1 | \$ 190.00               | \$ 247.00                     | \$ 303.00               | Alaska           |
|  | Tier 2 | \$ 168.00               | \$ 218.00                     | \$ 268.00               | Albuquerque      |
|  | Tier 3 | \$ 151.00               | \$ 197.00                     | \$ 241.00               | Boise            |
|  | Tier 4 | \$ 140.00               | \$ 182.00                     | \$ 224.00               | Boston           |
|  | Tier 5 | \$ 128.80               | \$ 168.00                     | \$ 206.00               | Central Illinois |
| Project Management                                   | Tier 1 | \$ 218.00               | \$ 284.00                     | \$ 349.00               | Chicago          |
|  | Tier 2 | \$ 179.00               | \$ 232.00                     | \$ 286.00               | Columbus         |
|  | Tier 3 | \$ 173.00               | \$ 226.00                     | \$ 277.00               | Fresno           |
|  | Tier 4 | \$ 173.00               | \$ 226.00                     | \$ 277.00               | Hawaii           |
|  | Tier 5 | \$ 166.00               | \$ 217.00                     | \$ 266.00               | Kansas City      |
| <i>Rates do not apply if union Labor is required</i> |        |                         |                               |                         | Las Vegas        |
|  |        |                         |                               |                         | Los Angeles      |
|  |        |                         |                               |                         | Milwaukee        |
|  |        |                         |                               |                         | Minneapolis      |
|  |        |                         |                               |                         | New Jersey       |
|  |        |                         |                               |                         | New York         |

| Mechanical Tiered Labor Rates FY19' |        |                     |                               |                         | Tier 1        | Tier 2       |
|-------------------------------------|--------|---------------------|-------------------------------|-------------------------|---------------|--------------|
| Type Labor                          | Tier   | Standard Rates / hr | After Hours & Emergency Rates | Sundays / Holiday Rates | Branch Name   | Branch Name  |
| Mechanical                          | Tier 1 | \$ 217              | \$ 283                        | \$ 348                  | Alaska        | Boston       |
|                                     | Tier 2 | \$ 191              | \$ 248                        | \$ 305                  | New Jersey    | Chicago      |
|                                     | Tier 3 | \$ 164              | \$ 214                        | \$ 263                  | New York      | Fresno       |
|                                     | Tier 4 | \$ 143              | \$ 187                        | \$ 229                  | San Francisco | Hartford     |
|                                     | Tier 5 | \$ 122              | \$ 159                        | \$ 195                  |               | Hawaii       |
| Project Management                  | Tier 1 | \$ 219              | \$ 284                        | \$ 350                  |               | Kansas City  |
|                                     | Tier 2 | \$ 179              | \$ 233                        | \$ 287                  |               | Los Angeles  |
|                                     | Tier 3 | \$ 174              | \$ 226                        | \$ 278                  |               | Philadelphia |
|                                     | Tier 4 | \$ 174              | \$ 226                        | \$ 278                  |               | Portland     |
|                                     | Tier 5 | \$ 167              | \$ 217                        | \$ 267                  |               | Sacramento   |
|                                     |        |                     |                               |                         |               | Seattle      |

**Appendix C – EXHIBIT C: PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

| REFERENCE/ REQUIRED SERVICE               | STANDARD OF PERFORMANCE                                       | MONITORING METHOD                    | DEDUCTIONS/FEEES TO BE ASSESSED |
|---|---|--------------------------------------|---------------------------------|
| SOW Section 7.3<br>CITY required meetings | Contractor attendance at all monthly or as required meetings. | Observation of Attendance            | \$50 per occurrence             |
| SOW Section 10.0<br>Maintenance Reports   | 100 % Completion of Required Services                         | Acceptance and Inspection of Reports | \$50 per occurrence             |
| SOW Section 7.0.1<br>Uniforms             | Contractor to ensure all employees wear approved uniforms     | Inspection and Observation           | \$50 per occurrence             |

- SOW Section 7.3 (Acknowledged) In the event the city cancels the meeting the contractor will not be assessed this fee.
- SOW Section 7.0.1 (acknowledged) Seasonal and special circumstances will be discussed with the customer during monthly meetings.

**Appendix D – EXHIBIT A: Provided City Hall & PD Equipment List**

**EXHIBIT A**

**EQUIPMENT LIST - CITY HALL AND POLICE DEPT**

| A                         | B              | C                | D                        | E                   | F      | G                         |
|---------------------------|----------------|------------------|--------------------------|---------------------|--------|---------------------------|
| Building - Address        | Equip #        | Brand            | Model Number             | Serial Number       | Tonage | Location                  |
| 1 City Hall - 77 Fair Dr  | Chiller 1      | Danfoss Turbocor | TT300W-60-63-1-ST-D-R-NC | 112315120           | 60     | basement mechanical room  |
| 2 City Hall - 77 Fair Dr  | Chiller 2      | Danfoss Turbocor | TT300W-60-63-1-ST-D-R-NC | 112365060           | 60     | basement mechanical room  |
| 3 City Hall - 77 Fair Dr  | Chiller 3      | Danfoss Turbocor | TT300W-60-63-1-ST-D-R-NC | 112345090           | 60     | basement mechanical room  |
| 4 City Hall - 77 Fair Dr  | Chiller 4      | Carrier          | 30HWB025-C-610EC         | 1402Q01381          | 25     | basement mechanical room  |
| 5 City Hall - 77 Fair Dr  | Chiller 5      | Carrier          | 30HWB025-C-610EC         | 1402Q01380          | 25     | basement mechanical room  |
| 6 City Hall - 77 Fair Dr  | CH pump 1      | Paco             | 11-20953-133201          |                     |        | basement mechanical room  |
| 7 City Hall - 77 Fair Dr  | CH pump 2      | Paco             | concealed                |                     |        | basement mechanical room  |
| 8 City Hall - 77 Fair Dr  | CH pump 3      | Paco             | concealed                |                     |        | basement mechanical room  |
| 9 City Hall - 77 Fair Dr  | CH pump 4      | Paco             | concealed                |                     |        | basement mechanical room  |
| 10 City Hall - 77 Fair Dr | CH pump 5      | Kirst pump       | 5BFK1                    |                     |        | basement mechanical room  |
| 11 City Hall - 77 Fair Dr | CW pump 1      | Paco             | concealed                |                     |        | basement mechanical room  |
| 12 City Hall - 77 Fair Dr | CW pump 2      | Paco             | concealed                |                     |        | basement mechanical room  |
| 13 City Hall - 77 Fair Dr | CW pump 3      | Paco             | concealed                |                     |        | basement mechanical room  |
| 14 City Hall - 77 Fair Dr | CW pump 4      | Frederic         |                          |                     |        | basement mechanical room  |
| 15 City Hall - 77 Fair Dr | CW pump 5      | Weiman           | 167669                   |                     |        | basement mechanical room  |
| 16 City Hall - 77 Fair Dr | Air Tube       | Lamson           | 12-SG-75                 | 670357              |        | basement mechanical room  |
| 17 City Hall - 77 Fair Dr | Air compressor | Quincy           | 8MQT5QCBDT               | UTY951156           |        | basement mechanical room  |
| 18 City Hall - 77 Fair Dr | Air dryer      | Hankinson        | HPR5-10-115              | H510A1150510202     |        | basement mechanical room  |
| 19 City Hall - 77 Fair Dr | Fan coil 1     | MAGIC AIRE       | 90-BHW-6-A               | W991222866          |        | Finance                   |
| 20 City Hall - 77 Fair Dr | Fan coil 2     | MAGIC AIRE       | 90-BHW-6-A               | W991222867          |        | Finance                   |
| 21 City Hall - 77 Fair Dr | Fan coil 3     | MAGIC AIRE       | 48-BHW-6-B               | W000126023          |        | Finance                   |
| 22 City Hall - 77 Fair Dr | Fan coil 4     | WORTHINGTON      | CHN-6.52                 | 28A66F-183          |        | 1st floor breakroom       |
| 23 City Hall - 77 Fair Dr | Fan coil 5     | WORTHINGTON      | CHN-6.52                 | 28A66F-180          |        | 1st floor breakroom       |
| 24 City Hall - 77 Fair Dr | Fan coil 6     | WORTHINGTON      | CHN-2.05                 | 28A66F-169          |        | 1st floor breakroom south |
| 25 City Hall - 77 Fair Dr | Fan coil 7     | WORTHINGTON      | CHN-2.05                 | 28A66F-173          |        | 1st floor breakroom south |
| 26 City Hall - 77 Fair Dr | Fan coil 8     | WORTHINGTON      | CHN-4.62                 | 28A66F-185          |        | above Jim cubical         |
| 27 City Hall - 77 Fair Dr | Fan coil 9     | First Co         | 60CHW4-C                 | J03 part# 88060-4QS |        | council member            |
| 28 City Hall - 77 Fair Dr | Fan coil 10    | WORTHINGTON      | CHN-6.52                 | 28A66F-176          |        | mechanical 1st floor      |
| 29 City Hall - 77 Fair Dr | Fan coil 11    | MAGIC AIRE       | 180/240-BMW-6-A          | W040292250          |        | 2nd floor east            |
| 30 City Hall - 77 Fair Dr | Fan coil 12    | MAGIC AIRE       | 180/240-BMW-6-A          | W031287599          |        | 2nd floor west            |
| 31 City Hall - 77 Fair Dr | Fan coil 13    | WORTHINGTON      | CHV-13.50                | 64A66G86            |        | 3rd floor east            |
| 32 City Hall - 77 Fair Dr | Fan coil 14    | WORTHINGTON      | CHV-13.50                | 64A66G91            |        | 3rd floor west            |
| 33 City Hall - 77 Fair Dr | Fan coil 15    | WORTHINGTON      | CHV-13.50                | 64A66G-85           |        | 4th floor east            |
| 34 City Hall - 77 Fair Dr | Fan coil 16    | WORTHINGTON      | CHV-13.50                | 64A66G-83           |        | 4th floor west            |
| 35 City Hall - 77 Fair Dr | Fan coil 17    | WORTHINGTON      | CHV-13.50                | 64A66G-87           |        | 5th floor east            |

**EXHIBIT A**

**EQUIPMENT LIST - CITY HALL AND POLICE DEPT**

| A                         |                        | B                 |                          | C                      |        | D                               |  | E |  | F |  | G |  |
|---------------------------|------------------------|-------------------|--------------------------|------------------------|--------|---------------------------------|--|---|--|---|--|---|--|
| Building - Address        | Equip #                | Brand             | Model Number             | Serial Number          | Tonage | Location                        |  |   |  |   |  |   |  |
| 1 City Hall - 77 Fair Dr  | Fan coil 18            | WORTHINGTON       | CHV-13.50                | 64A66G-84              |        | 5th floor west                  |  |   |  |   |  |   |  |
| 37 City Hall - 77 Fair Dr | Fan coil 19            |                   |                          |                        |        | mechanical room for IT room     |  |   |  |   |  |   |  |
| 38 City Hall - 77 Fair Dr | RTU 1                  | Carrier           | 50HQ006---511--          | 2202G49246             |        | above community room            |  |   |  |   |  |   |  |
| 39 City Hall - 77 Fair Dr | RTU 2                  | Carrier           | 50HS-042---501---        | 1094G02634             |        | above community room            |  |   |  |   |  |   |  |
| 40 City Hall - 77 Fair Dr | Exhaust Fan RR         |                   |                          |                        |        | roof                            |  |   |  |   |  |   |  |
| 41 City Hall - 77 Fair Dr | Cooling BAC            | Baltimore Aircoil | VTO-145-M                | U188617501-01-01       |        | south of city hall              |  |   |  |   |  |   |  |
| 42 City Hall - 77 Fair Dr | VFD cooling tower      | SIEMENS           | BTE-020X4-8012           | C181402405             |        | basement mechanical room        |  |   |  |   |  |   |  |
| 43 City Hall - 77 Fair Dr | Air tube               | Lamson            |                          |                        |        | basement mechanical room        |  |   |  |   |  |   |  |
| 44 City Hall - 77 Fair Dr | Strip heater 1st floor |                   | aproximately 23 units    | range from 2KW to 15KW |        | See attached mechanical plan M1 |  |   |  |   |  |   |  |
| 45 City Hall - 77 Fair Dr | Strip heater 2nd floor |                   | aproximately 20 units    | range from 2KW to 7KW  |        | See attached mechanical plan M2 |  |   |  |   |  |   |  |
| 46 City Hall - 77 Fair Dr | Strip heater 3rd floor |                   | aproximately 19 units    | range from 2KW to 6KW  |        | See attached mechanical plan M2 |  |   |  |   |  |   |  |
| 47 City Hall - 77 Fair Dr | Strip heater 4th floor |                   | aproximately 17 units    | range from 2KW to 6KW  |        | See attached mechanical plan M3 |  |   |  |   |  |   |  |
| 48 City Hall - 77 Fair Dr | Strip heater 5th floor |                   | aproximately 20 units    | range from 2KW to 5KW  |        | See attached mechanical plan M3 |  |   |  |   |  |   |  |
| 49 City Hall - 77 Fair Dr | Chiller 1              | Danfoss Turbocor  | TT300W-80-G6-1-ST-D-R-NC | 112345170              | 80     | basement mechanical room        |  |   |  |   |  |   |  |
| 50 PD - 99 Fair Dr        | Chiller 2              | Danfoss Turbocor  | TT300W-80-G6-1-ST-D-R-NC | 112345180              | 80     | basement mechanical room        |  |   |  |   |  |   |  |
| 51 PD - 99 Fair Dr        | Chiller pump 1         | Bell & Gossett    |                          | C052920-01 K70         |        | basement mechanical room        |  |   |  |   |  |   |  |
| 52 PD - 99 Fair Dr        | Chiller pump 2         | Bell & Gossett    |                          | C052920-02 K70         |        | basement mechanical room        |  |   |  |   |  |   |  |
| 53 PD - 99 Fair Dr        | Condenser pump 1       | Bell & Gossett    |                          | C0052921-01 K70        |        | basement mechanical room        |  |   |  |   |  |   |  |
| 54 PD - 99 Fair Dr        | Condenser pump 2       | Bell & Gossett    |                          | C05292T-02 K70         |        | basement mechanical room        |  |   |  |   |  |   |  |
| 55 PD - 99 Fair Dr        | Condensing unit 1      | Carrier           | 38HDR060                 | 4306X92236             |        | roof addition N AH 2            |  |   |  |   |  |   |  |
| 56 PD - 99 Fair Dr        | Condensing unit 2      | Carrier           | 38HDR060                 | 4206X92222             |        | roof addition N AH 2            |  |   |  |   |  |   |  |
| 57 PD - 99 Fair Dr        | Condensing unit 3      | Carrier           | 38HDR018                 |                        |        | high roof                       |  |   |  |   |  |   |  |
| 58 PD - 99 Fair Dr        | Condensing unit 4      | Carrier           | 38HDR018                 |                        |        | low roof                        |  |   |  |   |  |   |  |
| 59 PD - 99 Fair Dr        | Condensing unit 5      | MITSUBISHI        | PUY-A30NHA               |                        |        | east EOC                        |  |   |  |   |  |   |  |
| 60 PD - 99 Fair Dr        | Condensing unit 6      | Carrier           | 50KCA06A2A5A0A0A0        | 3018C84831             |        | above PD jail                   |  |   |  |   |  |   |  |
| 61 PD - 99 Fair Dr        | Condensing unit 7      | Carrier           | 40QAC024---301--         | 3406V23778             |        | IT room                         |  |   |  |   |  |   |  |
| 62 PD - 99 Fair Dr        | Air compressor         | Speed Aire        | 1WD55                    | D054427                |        | mechanical room                 |  |   |  |   |  |   |  |
| 63 PD - 99 Fair Dr        | Air compressor         | Speed Aire        | 4B233E(AGM06)            | G129893                |        | parking by NE helipad           |  |   |  |   |  |   |  |
| 64 PD - 99 Fair Dr        | Fan coil 1             | Thermal Corp      | CPE-80-H                 | 07-263906-01           |        | basement telephone room         |  |   |  |   |  |   |  |
| 65 PD - 99 Fair Dr        | Fan coil 2             | Thermal Corp      | CPE-80                   |                        |        | basement                        |  |   |  |   |  |   |  |
| 66 PD - 99 Fair Dr        | Fan coil 3             | Thermal Corp      | CPE-150                  | 07-263906-03           |        | basement amo storage            |  |   |  |   |  |   |  |
| 67 PD - 99 Fair Dr        | Fan coil 4             | Thermal Corp      | CPE-80                   | 07-263906-04           |        | basement amo storage            |  |   |  |   |  |   |  |
| 68 PD - 99 Fair Dr        | Fan coil 5             | Thermal Corp      | CPE-150                  |                        |        | basement                        |  |   |  |   |  |   |  |
| 69 PD - 99 Fair Dr        | Fan coil 6             | Thermal Corp      | CPE-200                  | 07-263906-06           |        | basement men locker north       |  |   |  |   |  |   |  |
| 70 PD - 99 Fair Dr        | Fan coil 7             | Thermal Corp      | CPE-200                  | 07-263906-07           |        | basement men locker middle      |  |   |  |   |  |   |  |
| 71 PD - 99 Fair Dr        |                        |                   |                          |                        |        |                                 |  |   |  |   |  |   |  |



**EXHIBIT A  
EQUIPMENT LIST - CITY HALL AND POLICE DEPT**

| A                   |                   | B                 |                  | C                     |        | D                       |  | E |  | F |  | G |  |
|---------------------|-------------------|-------------------|------------------|-----------------------|--------|-------------------------|--|---|--|---|--|---|--|
| Building - Address  | Equip #           | Brand             | Model Number     | Serial Number         | Tonage | Location                |  |   |  |   |  |   |  |
| 1 PD - 99 Fair Dr   | Fan coil 8        | Thermal Corp      | CPE-100          | 07-263906-08          |        | basement men shower     |  |   |  |   |  |   |  |
| 72 PD - 99 Fair Dr  | Fan coil 9        | Carrier           | FX4CNF018        | 1407A70104            |        | basement telephone room |  |   |  |   |  |   |  |
| 73 PD - 99 Fair Dr  | Fan coil 10       | Carrier           | 42DAA16LRDY6YYYY | 195011-10-1           |        | mechanical room         |  |   |  |   |  |   |  |
| 74 PD - 99 Fair Dr  | Fan coil 11       | McQuay            | CAH006FDAC       | FBOU000500002         |        | PD jail in kitchen      |  |   |  |   |  |   |  |
| 75 PD - 99 Fair Dr  | Fan coil 12       | McLean            | NCRMAC8000       | 10051590-49           |        | trustee quarter         |  |   |  |   |  |   |  |
| 76 PD - 99 Fair Dr  | Exhaust fan 1     | Loren Cook        | 135 CPS          |                       |        | high roof               |  |   |  |   |  |   |  |
| 77 PD - 99 Fair Dr  | Exhaust fan 2     | Loren Cook        | 135 ACRUB        |                       |        | low roof                |  |   |  |   |  |   |  |
| 78 PD - 99 Fair Dr  | Exhaust fan 3     | Loren Cook        | 150 CPS          | 138S988039-01/0002101 |        | high roof               |  |   |  |   |  |   |  |
| 79 PD - 99 Fair Dr  | Exhaust fan 4     | Loren Cook        | 245 CPS          | 138S988039-01/0003501 |        | high roof               |  |   |  |   |  |   |  |
| 80 PD - 99 Fair Dr  | Exhaust fan 5     | Loren Cook        | 210 SQNB         |                       |        | high roof               |  |   |  |   |  |   |  |
| 81 PD - 99 Fair Dr  | Exhaust fan 6     | Loren Cook        | GC-220           |                       |        | mechanical room         |  |   |  |   |  |   |  |
| 82 PD - 99 Fair Dr  | Exhaust fan 7     | Loren Cook        | 100 CPS          | 138S948902-00/0000701 |        | above room 222          |  |   |  |   |  |   |  |
| 83 PD - 99 Fair Dr  | Exhaust fan 8     | Loren Cook        | 100 CPS          | 138S938097-00/0002101 |        | roof addition           |  |   |  |   |  |   |  |
| 84 PD - 99 Fair Dr  | Exhaust fan 9     | Loren Cook        | 150 ACRUB        | 138S936258-01/0012404 |        | roof addition           |  |   |  |   |  |   |  |
| 85 PD - 99 Fair Dr  | exhaust fan 10    | Loren Cook        |                  |                       |        | above PD jail           |  |   |  |   |  |   |  |
| 86 PD - 99 Fair Dr  | Supply fan 1      | Loren Cook        | 180 KSP-B        | 138S988039-00/0000701 |        | high roof               |  |   |  |   |  |   |  |
| 87 PD - 99 Fair Dr  | Supply fan 2      | Loren Cook        | 150 ASP          | 138S988039-00/0001801 |        | high roof               |  |   |  |   |  |   |  |
| 88 PD - 99 Fair Dr  | Gun range exhaust | Dayton            | 1M8F2            | 15104289              |        | high roof               |  |   |  |   |  |   |  |
| 89 PD - 99 Fair Dr  | Air Handler 1     | Thermal Corp      | RTA-701-H        | 09-263906-09          |        | low roof                |  |   |  |   |  |   |  |
| 90 PD - 99 Fair Dr  | Air Handler 2     | Thermal Corp      | RTA-241-HS       | 09-263906-10          |        | low roof                |  |   |  |   |  |   |  |
| 91 PD - 99 Fair Dr  | VFD 1             | ABB               |                  |                       |        | low roof W              |  |   |  |   |  |   |  |
| 92 PD - 99 Fair Dr  | VFD 2             | Yaskawa           | NB15043009B      | 4W075793399-0001      |        | low roof W              |  |   |  |   |  |   |  |
| 93 PD - 99 Fair Dr  | VFD 3             | ABB               |                  |                       |        | low roof E              |  |   |  |   |  |   |  |
| 94 PD - 99 Fair Dr  | VFD 4             | Yaskawa           | NB15043009A      | 4W075793398-001       |        | low roof E              |  |   |  |   |  |   |  |
| 95 PD - 99 Fair Dr  | Boiler 1          | Raypak Inc        | 302-902          | 704264547             |        | low roof E              |  |   |  |   |  |   |  |
| 96 PD - 99 Fair Dr  | Boiler 2          | Raypak Inc        | 302-902          | 704264548             |        | low roof E              |  |   |  |   |  |   |  |
| 97 PD - 99 Fair Dr  | Hot water pump 1  | Bell & Gossett    |                  | 18F046 E70            |        | low roof E              |  |   |  |   |  |   |  |
| 98 PD - 99 Fair Dr  | Hot water pump 2  | Bell & Gossett    |                  | 18F046 E70            |        | low roof E              |  |   |  |   |  |   |  |
| 99 PD - 99 Fair Dr  | Cooling BAC       | Baltimore Aircoil | FXT-160/X        | U15634601-01          |        | out side by the gate    |  |   |  |   |  |   |  |
| 100 PD - 99 Fair Dr | VFD cooling tower | ABB               | ACH550-UH-012A-4 | 2135003925            |        | mechanical room         |  |   |  |   |  |   |  |

## **ATTACHMENT A SCOPE OF WORK**

### **1.0 SCOPE OF WORK**

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. 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 serviced buildings. 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, Preventive maintenance services shall be provided by the Contractor on all equipment and associated devices related to the HVAC systems as outlined in this RFP. The Contractor shall furnish all personnel, parts, materials, test equipment, tools, and Services in conformance with the terms and conditions as outlined below in this RFP.

Contractor agrees to supply the goods and services set forth in CITY Contract. It is expressly understood and agreed that the RFP and Contractor's submitted response documents to the RFP (hereinafter referred to as "Contractor's Response") shall constitute and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the RFP issued by CITY. If there is a conflict between the RFP and the Contractor's Response, the RFP will prevail.

Contractor shall submit to CITY a request for payment of the amount due after each delivery of goods and/or performance of the services specified for the RFP. Contractor shall attach to each billing an invoice specifying in detail the goods it has supplied to and/or services it has performed for The City of Costa Mesa during the period covered by the invoice.

## **2.0 GENERAL REQUIREMENTS**

### **2.1 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 equipment included under this service is itemized in the HVAC Equipment List; see EXHIBIT "A" of this document. Preventative maintenance of all zone controls including but not limited to thermostats, VAV's, actuators, valves, relays, pneumatic control lines, switches, motors, and related equipment will be covered under Contractor's proposal. Calibration of thermostats, Actuators, and velocity controllers will be performed quarterly.

### **2.2 QUARTERLY**

The successful bidder shall check, change and supply all filters as needed on a quarterly basis during normal operating season. Biocide tablets shall also be supplied and placed in condensate pans. Upon completion of the Quarterly Inspection a single written signed report shall be submitted to the owner noting any filters that required attention, repairs made or needed and any other potential problems or abnormalities noted.

### **2.3 MONTHLY**

A visual walk thru inspection shall be made once per month. Any missed coils or filters that are dirty shall be cleaned or changed at Contractor's expense.

### **2.4 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. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), the Contractor shall make necessary adjustment at no additional cost to the CITY.

### **2.5 HVAC BELT INSPECTION & CHANGING SERVICE**

This service will maintain reliability and functionality of the units by inspecting drive belts quarterly and replacing belts that are worn or damaged. This service will insure proper tension and friction on the belts, maintaining the efficiency and reliability of the equipment. In the event a belt fails between maintenance periods, it will be assumed the Contractor failed to inspect/replace it properly and the Contractor will be required to replace it at no extra cost to the CITY.

## **2.6 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.

## **2.7 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 bi-annually. 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.

## **3.0 SPECIFIC WORK REQUIREMENTS**

### **3.1 CHILLERS**

#### **3.1.1 TURBOCOR COMPRESSORS**

Preventive maintenance service to be performed quarterly and annually per manufacturer's recommendations. Some Examples:

- Lock out and tag out equipment as required.
- Check all electrical wiring & connections; tighten as required.
- Check all motor starter contactor surfaces for wear.
- Check suction and pressure.
- Check discharge temperature and pressure.
- Check voltage and current levels.
- Check for refrigerant leaks and maintain proper level of refrigerant.

#### **3.1.2 RECIPROCATING COMPRESSORS**

Preventive maintenance service to be performed quarterly and annually per manufacturers recommendations. Some examples:

- Preventive maintenance to be performed (quarterly).
- Lock out and tag out equipment as required.
- Check all electrical wiring & connections; tighten as required.
- Check all motor starter contactor surfaces for wear.
- Visually leak check compressor and associated piping (annually).
- Clean exterior of compressor.
- Check operation of crankcase heater.
- Meg-ohm motor from starter and record (annually).
- Check and calibrate all safety devices and cut-out devices.
- Check and adjust compressor capacity controls.
- Check, calibrate and adjust all operational controls.
- Remove compressor oil sample, perform Spectro-chemical test on oil

### 3.1.3 PACKAGE CHILLERS

Preventive maintenance service to be performed monthly, quarterly and per manufacturer's recommendations. Some Examples:

- Lock out and tag out equipment.
- Test and maintain the chilled water loop at proper concentrations of dissolved solids/chemistry (monthly).
- Check/Inspect condenser barrel tubes. Brush and Clean as needed.
- Check/Inspect evaporator barrel tubes. Brush and Clean as needed.
- Check and record unit amp draw.
- Check and record voltage.
- Check and record unit pressures.
- \*\*\*\* Every 5 years conduct an eddy current test on the shell and tubes.

### 3.2 EVAPORATIVE COOLING TOWER

Preventive maintenance service to be performed monthly, quarterly and annually per manufacturer's recommendations. Some Examples:

- Physically clean the all screens of all debris.
- Operate float or electronic make-up to ensure proper operation.
- Check for excessive vibration in motors, fans and pumps.
- Check for loose fill, connections, leaks, rust, corrosion, etc.
- Check all belts and pulleys and adjust as needed.
- Test and maintain the water at proper concentrations of solids/chemistry (monthly).
- Inspect motor alignment and coupling.
- Inspect drift eliminators for proper positioning and scale build-up.
- Lubricate all bearings per manufactured recommendations.
- Inspect and clean nozzles as needed.
- Remove and clean strainer in sump. (annually)
- Power wash tower fill and use scale remover as needed. (annually)
- Check bottom of hot and cold decks for corrosion and rust. (annually)

- Clean debris and mud from sump. (annually)

### **3.3 VARIABLE FREQUENCY DRIVES**

Preventive maintenance service to be performed quarterly and annually per manufacturer's recommendations. Some Examples:

- Check unit operation (quarterly).
- Check fault history report.
- Check operation of manual bypass.
- Verify drive signal increase and decrease.
- Check and tighten all electrical connections.
- Check starter contacts for wear.
- Clean cabinet and cabinet air filter(s).

### **3.4 PNEUMATIC AIR COMPRESSORS**

Preventive maintenance service to be performed quarterly and annually per manufacturer's recommendations. Some Examples:

- Inspect unit for rust spots, oil leaks, and general condition of unit (quarterly).
- Drain tank and check auto drain for proper operation.
- Check belts, adjust tension and sheave alignments. Replace if necessary.
- Meg-ohm and record (annually).
- Check starter wiring and contacts.
- Inspect refrigerated air dryer for proper operation.
- Check for proper air P.S.I. output to pneumatic controls.
- Check for abnormal frequency of compressor cycling possibly caused by air leaks in pneumatic controls system. Notify CITY staff of problem findings.

### **3.5 AIR HANDLERS (CAV & VAV)**

Preventive maintenance service to be performed quarterly and annually per manufacturer's recommendations. Some Examples:

- Lockout and tag out equipment.
- Check starter contacts for excessive wear.
- Tighten all starter wire connections.
- Check belts, adjust or replace as needed.
- Check belt tension and sheave alignment. Adjusted as required.
- Meg-ohm motor and record annually.
- Check fan motors amps.
- Clean and lubricate unit motor bearings and fan bearings.
- Check operation of economy dampers.
- Lubricate all damper linkages as necessary.

- Check operation of static vane (if applicable).
- Visually check all coils for leaks (annually).
- Check and record all coil delta-T (annually).
- Inspect all mounting hardware, tighten as needed.
- Check operation of zone dampers.
- Check and adjust operating and safety controls.
- Check drain pans/condensate lines to ensure clear of obstructions.

### **3.6 BOILERS**

Preventive maintenance service to be performed quarterly and annually per manufacturer's recommendations. Some Examples:

- Check boilers for proper operations, Notify CITY staff of problem findings.
- Check and use viewport to check main burner flame.
- Turn off and secure boiler.
- Check boilers for any noise or vibration.
- Inspect gaskets for signs of leaks.
- Inspect the venting system for proper venting.
- Remove and inspect gas pilot assembly. Reinstall in accordance with recommended specifications and tolerances.
- Check boiler circulating pumps for proper operation and lubricate.
- Check flame safeguard control for pilot and main flame ignition.
- Check operation of blower motor and circuitry.
- Check operation of gas valves and vents.
- Inspect and tighten all electrical connections.
- Check and adjust all boiler limit pressure controls and running interlocks.
- Check operation and adjust low water controls.
- Check pilot, burner and main flame ignition.
- Check and lubricate combustion air fan.
- Check expansion tank and sight glass.
- Check and record all entering and leaving water temperatures and pressures.
- Refer to equipment O&M manual for any maintenance clarifications.

### **3.7 ROOFTOP PACKAGED UNITS**

Preventive maintenance service to be performed quarterly per manufacturer's recommendation. Some Examples:

- Filters changed quarterly on a minimum basis or as required.
- Lock out and tag out equipment as required.
- Check all electrical wiring & connections; tighten as required.
- Check all motor starter contactor surfaces for wear.
- Clean electrical control enclosures.

- Lubricate air handling unit motor bearings and fan bearings, if applicable.
- Check air handling unit belts for wear.
- Check belt tension and sheave alignment.
- Change belt and change as required.
- Check all mounting hardware, tighten as needed.
- Check and calibrate controls.
- Check condition of evaporator coils. Chemically clean as required.

Preventive maintenance service to be performed annually:

- Check and clean condensate drains, drain line and pan.
- Inspect air handling unit fan assembly.
- Lubricate condenser motors as required.
- Chemically clean condenser coil and fan blades.
- Check structural integrity of unit.
- Check and calibrate controls.

### **3.8 EXHAUST FANS**

Preventive maintenance service to be performed annually per manufacturer's recommendation:

- Check all electrical wiring and connections and tighten.
- Check all motor starter contactor surfaces for wear.
- Clean starter and electrical control enclosures.
- Lubricate motor bearings and fan bearings.
- Check exhaust fan belts for wear, replace as required.
- Check belt tension and sheave alignment. Adjust as required.
- Inspect exhaust fan unit assembly.
- Check all mounting hardware. Tighten as required.

### **3.9 PACKAGE, GAS HEAT/ ELECTRIC COOL**

Preventive maintenance; Same as Package units except add:

- Check integrity of heat exchanger
- Check and adjust burners for proper flames.
- Check for proper combustion and flue gas relief.
- Record discharge temperature, heating and cooling modes.
- Record return air temperature.
- Check and adjust operating and safety controls.

### **3.10 DAMPERS & ACTUATORS**

- Perform maintenance quarterly.
- Clean and lubricate components.
- Check operation of dampers and actuators.
- Check and adjust operating and safety controls.

### **3.11 ROOFTOP MAKE-UP AIR UNITS**



Preventive maintenance service to be performed quarterly per manufacturer's recommendation.

- Belt drives checked for wear, tension, alignment and dirt accumulation.
- Clean motor and lubricate if equipped with grease fittings.
- Check fan wheel for imbalance. Clean fan wheel if dirty and oily.
- Check heat exchanger for cracks.
- Check burner to see that the orifices are clear of any dirt or debris.
- Check all the sensor and safety devices.

### **3.12 BUILDING AUTOMATION & HVAC CONTROL SYSTEMS**

- Maintain the integrity of the controls system and their components.
- Maintain system backups and records of the B.A.S.
- Consult with CITY staff on problems related to hardware, software, or network functions.
- With prior approval from the CITY recommend upgrades and modifications to system software at the application and equipment level.
- Assist in the identification, preparation and recommendation of energy cost reduction opportunities.
- Provide 24/7 call-in online technical support at no additional cost to the CITY

### **3.13 WATER TREATMENT**

Preventive maintenance service to be performed monthly per manufacturer's recommendation.

- Water treatment service must verify all testing equipment is adequate and functioning properly.
- Water treatment service must verify chemical feed control equipment is clean and calibrated.
- Water treatment service must inspect cooling tower and loop system for cleanliness and proper operation.
- Water treatment service will establish minimum levels/limits and reorder chemical inventory to be stocked at the facilities. Water treatment service shall keep a 45 day supply of all necessary chemicals at the facilities. Water treatment service shall carry adequate stock to ensure timely delivery and adequate inventory for the duration of the contract.
- Shipping costs for chemicals are to be included in the proposal
- All empty containers are to be picked up by the vendor on each visit.

- The vendor must have the equipment with the inventory of materials and supplies necessary to operate, test, and maintain boiler/chiller systems water chemistry.
- The vendor shall furnish a written report detailing results of chemical tests and inspection findings to the Facility Supervisor or Superintendent at the conclusion of each scheduled visit. It must include recommended control ranges and results of analysis by the service representative at the time of their visit.
- All visits by the service technician shall be logged on-site as to the time/date (i.e. time in and time out). Each service technician must sign-in and sign-out with Building Maintenance staff to verify their presence and length of stay.
- Include in the monthly inspection are all materials, supplies, water treatment, chemicals, chemical analysis and labor.
- The vendor must provide technical specifications sheets and safety data sheets for all chemicals used for the treatment program.
- During these visits, the service technician shall inspect all of the equipment and perform all analysis required at the site necessary to determine if the water treatment program is operating at optimum performance

#### **4.0 MAINTENANCE COSTS**

##### **4.1 REGULAR MAINTENANCE WORK**

The proposal shall clearly explain the scope of work included in the price for regular maintenance work and any work that is specifically excluded. All rates shall be inclusive of all charges including but not limited to the charges for overhead, profit, labor, equipment, tools, and all other costs.

##### **4.2 WORK BEYOND SCOPE OF AGREEMENT**

Bidders shall submit labor and material rates for repair and maintenance work beyond the scope of the Preventive Maintenance Agreement. Rates shall be provided for normal working hours as well as for nights, weekends and holidays. Costa Mesa reserves the right to shop pricing for such repairs and to have others make such repairs if deemed advantageous to the CITY. See EXHIBIT "B" of this document.

#### **5.0 SUPPLEMENTAL WORK**

##### **5.1 EXTRAORDINARY MAINTENANCE**

Contractor shall be expected to be capable of repairing or replacing 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 and provide a written analysis of such troubleshooting. The CITY shall not incur any extra charge for this analysis which will include an itemized listing of the equipment/parts that are proposed to be repaired or replaced. All work beyond and in addition to the routine Maintenance scope of the contract shall be considered Extraordinary Maintenance and will require that an estimate for that proposed work be provided to the Building Maintenance Superintendent or his or her designee for consideration.

## **5.2 WRITTEN ESTIMATE**

The Contractor shall provide a written estimate to the CITY for approval prior to Performing any extraordinary maintenance. All written estimates shall include labor costs as shown on bid sheet and a 15% mark up for parts, materials, and equipment. Final invoices shall contain original estimate and actual receipts for parts, materials, and equipment. Mileage will not be reimbursable.

## **6.0 RESPONSIBILITIES**

The CITY and the Contractor's responsibilities are as follows:

### **6.1 FURNISHED ITEMS**

The CITY will supply onsite storage for storing the Contractors provided air filters.

### **CONTRACTOR**

#### **6.2 PROJECT MANAGER**

**6.2.1** The Contractor shall provide a full-time Project Manager with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

**6.2.2** The Contractor's Project Manager shall act as a central point of contact with the Maintenance Supervisor, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

**6.2.3** The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

**6.2.4** The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

#### **6.3 PERSONNEL**

**6.3.1** The Contractor must provide a minimum of two (2) certified technicians. One is required to have at least ten (10) years of refrigeration, and/or mechanical, and control experience. This is to ensure the CITY always has access to at least one (1) certified technician within 4 hour response time of

the serviced facilities. Both technicians must have overall knowledge of all of the equipment at each of the properties. Both technicians shall be qualified to work on HVAC systems. Contractor shall maintain all equipment in accordance with the manufacturers recommendation.

**6.3.2** The CITY requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

## **7.0 UNIFORM / IDENTIFICATION**

**7.0.1** The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. All uniforms, as required and approved by the CITY, will be provided by the Contractor, at the Contractor's expense. See EXHIBIT "C"

**7.0.2** The Contractor's employees must wear visible identification when working under the Contract on CITY property. The identification shall be:

- Contractor-issued photo ID

**7.0.3** The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

## **7.1 MATERIALS AND EQUIPMENT**

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

## **7.2 TRAINING**

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

## **7.3 PERIODIC MEETINGS**

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00). See EXHIBIT "C"

## **8.0 HOURS / DAYS OF WORK**

CITY office hours are from 8:00 a.m. to 5:00 p.m. CITY offices are closed on the following Holidays:

- News Years Day
- Martin Luther King Day
- Presidents Day

- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

## **9.0 WORK SCHEDULES**

The Contractor shall submit for review and approval a work schedule for City Hall and the Police Facility to the CITY within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the CITY for review and approval within five (5) working days prior to scheduled time for work.

## **10.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the CITY a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the CITY for review. The plan shall include, but not be limited to the following:

The Contractor shall provide a spring and fall inspections report that will be fully documented in a written format. Each piece of equipment inspected shall have an individual work sheet denoting at a minimum the following items: Unit #, Unit Model and Brand, Unit size, the area serviced by unit, unit location, date, service technician and a complete listing of all service information checked on the unit. The completed written report shall be submitted to the owner in a 3-ring binder no later than one week after the inspection is completed.

The Contractor will provide a standard proof of work documentation, and date & time stamped photos of work in progress during preventive maintenance following completion of all work. The documents must include sufficient information to identify facility where work was performed, purpose of work, date and timework was performed, parts used, type and amounts of chemicals/refrigerants, and name/cert # of technician(s) executing the work. See EXHIBIT "C"

## **11.0 QUALITY ASSURANCE PLAN**

The CITY will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

## **11.1 PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT 1)**

The CITY shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the CITY will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the CITY. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the CITY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the CITY, shall be credited to the CITY on the Contractor's future invoice.

**11.2 PERIODIC PERFORMANCE REVIEWS**

The CITY will conduct periodic reviews to evaluate the Contractor's performance.

**11.3 CONTRACT DEFICIENCY NOTICE**

The CITY will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the CITY and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the CITY will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CITY within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CITY within ten (10) workdays.

**11.4 CITY OBSERVATIONS**

In addition to divisional contracting staff, other CITY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**12.0 ADDITION/DELETION OF SERVICES**

The CITY reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the CITY and the Contractor.

## Appendix F – Conditioned Based Maintenance using Analytics

OUR GOAL IS STRIVE TO TURN THIS AGREEMENT IN THE FOLLOWING.

This service utilizes data-driven analytics to test the operational performance of selected systems. **NOT INCLUDED IN THIS PROPOSAL.** This is achieved through the application of data analytics intended to identify issues. Often issues are identified that might otherwise go unnoticed. Using fault detection and diagnostics (FDD) we will assess the overall performance of your systems while helping to assist in the troubleshooting of recurring intermittent issues.

Some of the expected outcomes when implementing this service include:

- Operational Key performance indicators (KPI's) Reporting
- Data Visualization of system performance
- Mitigating risk of business and facility interruptions
- Minimizing the need for equipment visits until data suggest there is a fault
- Reporting system up time and mitigating risks of shortened equipment life cycle
- Monitoring historical environmental conditions and identifying improvements or negative trends
- Analytics identifying potential deviation from normal operation through rule-based algorithms on selected systems and identified equipment

Once systems, equipment, and spaces are included under this service offering, they are analyzed remotely and periodic reports are provided, helping to improve system reliability, enabling focused maintenance activities, and helping prioritize resolution of pending faults. This conditioned based maintenance approach not only supports a more advanced maintenance strategy, ultimately, building owners can be more proactive and mitigate risks that manifest when systems, equipment, or spaces do not perform as designed.

## Appendix G – Response to Clarifications

Email Request: The City has completed its review of Siemens proposal and will be making a recommendation to Council. Due to city budget constraints the City is requesting a two-year freeze and the following two one-year renewal periods, a request for an increase that is equal to or less than the Consumer Price Index (CPI) may be submitted to the City for review and approval. Before a recommendation is made the city is requesting the following;

- A revised cost proposal reflecting the same annual cost for the first and second year of the agreement.
- Clarify what a Eddy Testing is and if it is a requirement in the industry.



## Revised Cost Breakdown

| Contract Period Range | Contract Price | Increase | Notes   |
|-----------------------|----------------|----------|---|
| 2016/2017 Contract    | \$ 73,851.00   | 4.00%    | Year 5 of 5                                     |
| 2017/2018 Contract    | \$ 76,805.04   | 0.00%    | Extension Period 1                              |
| 2018/2019 Contract    | \$ 76,805.04   | 0.00%    | Extension Period 2                              |
| Current Contract      | \$ 76,805.04   | 2.50%    | Extension Period 3                              |
| 2020/2021 Contract    | \$ 78,725.00   | 3.00%    | New RFP Cost with CPI (see alt add price below) |
| 2021/2022 Contract    | \$ 81,087.00   | 3.00%    | New RFP Cost with CPI (see alt add price below) |

### Alteration Addition Pricing Below

| Contract Period Range  | Contract Price | Increase | Notes  |
|--|----------------|----------|--|
| 2020/2021 Contract   | \$ 7,268.00    | 0.00%    | Added Scope per Attachemnt A; 3.1.3 - Eddy Current Testing   |
| <i>Eddy Current good for 5-years; unless req'd by customer</i> |                |          |  |
| 2020/2021 Contract   | \$ 4,655.00    | 3.00%    | Added Scope per Appendix D - Exhibit A; Line Item 45-49 - Strip Heater Visual Inspection   |
| 2021/2022 Contract   | \$2,332.00     | 3.00%    | Added Scope per Appendix D - Exhibit A; Line Item 45-49 - Strip Heater Visual Inspection; Org Add of \$4,795 - \$2,463 (Discount - for Period 2 due to Period 1 included time to locate the strip heaters) - \$2,332 that will be added to the \$78,725.00 totalling the amount in the Proposal Overview |

## Eddy Current Testing

In buildings running on a chilled water system, chillers are an essential apparatus that controls the cooling system throughout the building. The chiller uses high and low pressure refrigerant cycles to cool down liquids exchanged throughout the mechanical equipment. As one of the most expensive and relied on pieces of equipment in a building, there is little to no room for mechanical failures. This is why Eddy Current testing has become a mandatory method of preventative maintenance that helps ensure the equipment is always working at its optimal level.

Eddy current testing is designed to detect, identify and locate signs of weakening in the condenser evaporator tubes, before any leaks or failures occur. Depending on the size, each chiller can contain hundreds of evaporator tubes that are constantly dealing with day-to-day mechanical stress. Overtime, moisture buildup in chillers can release acids that form corrosion and rust buildup on the equipment. Small rust particles can escape and grow inside the chillers' condenser tubes. This often triggers ruptures and cracks that can lead to potentially dangerous leaks that are costly to repair.

Eddy Current testing identifies problems early to prevent unforeseen repairs. Unexpected failures can result in major repairs and/or replacements that require chiller downtime and can become an expensive burden to residents. Moreover, leaks can also become a concern to the building's surrounding area. As leaks occur, they are capable of releasing potentially hazardous refrigerants into the environment.

Source: <http://certifiedbuildingsystems.ca/what-is-eddy-current-testing/#:~:text=Eddy%20current%20testing%20is%20designed,%2Dto%2Dday%20mechanical%20stress.>

**EXHIBIT B**

**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.