



DATE: June 10, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A BUILDING AUTOMATION CONTROL SYSTEM FOR HEATING, VENTILATION, AIR CONDITIONING AND ACCESSORY HEATING AND VENTILATING EQUIPMENT FOR THE CITY HALL SOUTH BUILDING**

SYNOPSIS

Staff recommends that the City Council approve an agreement with York International Corporation, a Johnson Controls Company of San Diego, in the amount of \$194,028 for the purchase and installation of a Metasys Building Automation Control System for the heating, venting and air conditioning (HVAC) system and accessory heating and ventilating equipment for the City Hall South building, and authorize the City Manager to execute the agreement.

BACKGROUND

Over the years the efficiency of the essential components of the Civic Center HVAC system have steadily declined. During 2004 the City solicited recommendations from HVAC manufacturing and maintenance specialists on how best to address the problem. They all agreed that the existing HVAC components, installed when the Civic Center was built, had reached the end of their productive life cycle, that it was not economically prudent to continue to repair the existing components, and that as they failed they should be replaced.

In 2005 the City instituted a program to replace marginally performing components. The first replacement program proposal was issued in 2005 for the purchase and installation of replacement fan coils for the Civic Center South building.

To date all the fan coils in the South building have been replaced. The replacement program will replace the essential components of the remainder of the Civic Center HVAC system over the next five to seven years.

ANALYSIS

The proposed agreement includes the Metasys System, data base programming, graphics, pneumatic actuators, time clocks, thermostats, sensors and field controller trunk installation. The Metasys system is designed to control the entire Civic Center HVAC system and will not require upgrades as the remainder of the Civic Center HVAC system is replaced. Also included in the agreement are the replacement and installation of 41 fan coil hot and chilled water valves; installation of eight new hot water 3-way valves; 22 Supply/Exhaust fans; and replacement of two dampers and two 1.5 ton split heat pumps.

The purchase and installation of the above equipment will complete the HVAC replacement program for the South building.

For compatibility, ease of maintenance and operation, the new equipment selected is produced by the same manufacturer as the existing HVAC components. The equipment is proprietary products of Johnson Control which is the only licensed vendor in Southern California. This purchase is being made through the State Clearinghouse, General Services Procurement. Johnson Control's California Multiple Award Schedule contract number is 3-07063-0031B. The agreement complies with all applicable provisions of City Code Chapter 28A.

FISCAL IMPACT

Funding for the agreement is available in this year's Public Works Building Maintenance accounts. Of the \$194,028 needed, \$51,946 is available in Building Crafts (851.414875.5211). The remaining \$152,082 will come from the Civic Center Building Maintenance account (851.414870.5211) which will include a 10% project contingency along with a budget transfer of \$62,082 from Deferred Building Maintenance account (851.414874.5392). Therefore, sufficient funds are available to fund the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The City Attorney reviewed and approved agreement as to form.

RECOMMENDATION

Staff recommends that the City Council approve an agreement with York International Corporation, a Johnson Controls Company of San Diego in the amount of \$194,028 for the purchase and installation of a Metasys Building Automation Control System for the heating, venting and air conditioning (HVAC) system and accessory heating and ventilating equipment for the City Hall South building and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



Gary P. Gurley
General Services Manager



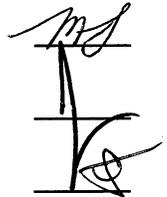
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Deputy Public Works Director

Teri Ferro, Financial Services Director



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Metasys Control System and Associated Equipment

THIS AGREEMENT is made and entered into this 16th day of April, 2009, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and York International Corporation, a Johnson Controls Company of San Diego, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The project is more particularly described in Exhibit "A" attached hereto and by this reference made a part of this Agreement.
- 2. **INDEPENDENT CONTRACTOR.** CONTRACTOR's relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **LIABILITY INSURANCE.**

3.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

3.2. CONTRACTOR shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Automobile Liability

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PROJECT: Metasys Control System and Associated Equipment

Combined Single Limit Per Occurrence \$1,000,000

3.3. All insurance companies affording the provided coverage in Section 3.2 to the CONTRACTOR shall be required to add the City of Oceanside as "insured" under the insurance policy for all work performed in accordance with this Agreement.

3.4. All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

4. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** "OMITTED"

CONTRACTOR shall provide evidence of compliance with these insurance requirements by providing a certificate of insurance.

5. **CONTRACTOR'S INDEMNIFICATION OF CITY.**

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions by the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement.

CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

CONTRACTOR's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

6. **COMPENSATION.** CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$194,028.00. Cost are allocated as follows:

NAE installation, data base programming, graphics and field controller trunk installation..... \$38,991.00

Fan coil FEC installation, replacement of hot and chilled water valves (based on quantity of 41) \$2,997.00 each.

Supply/Exhaust fans (based on a quantity of 22) \$476.00 each.

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Replacement of an OSA damper (based on a quantity of 2) \$1,044.00 each.

Furnish and install (2) 1.5 ton split heat pumps in place of units FC 82 & FC 83 \$9,800.00 each.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the Director, Public Works. CONTRACTOR shall obtain approval by the Director, Public Works prior to performing any work which results in incidental expenses to CITY.

7. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

8. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

9. **Licenses and Permits.** The CONTRACTOR shall possess all licenses and permits required for the performance of the work required by this Agreement.

10. **Compliance with the Law.** The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

11. **Subcontractors.** Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

12. **Equal Employment Opportunity.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex,

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PROJECT: Metasys Control System and Associated Equipment

national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

13. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non- working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

14. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

15. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

16. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

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PROJECT: Metasys Control System and Associated Equipment

17. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 16th day of April, 2009.

York International Corporation
a Johnson Controls Company of San Diego

CITY OF OCEANSIDE

By: [Signature]
Name/Title ACTING BRANCH
MANAGER

By: _____
Peter A. Weiss
City Manager

By: _____
Name/Title

APPROVED AS TO FORM:
[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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PROJECT: Metasys Control System and Associated Equipment

Exhibit "A"

Scope of Work

Johnson Controls will provide and install a new Metasys Building Automation System to control air conditioning and accessory equipment that serve the City Hall South building. Control of the following equipment is included in this proposal:

- (41) Fan coils and economizers
- (11) Exhaust fans
- (11) Supply fans
- (2) New split systems

The scope of work includes the replacement and/or installation of the following components as necessary:

- Chilled and hot water valves and actuators
- Pneumatic actuators
- Time clocks
- Thermostats and sensors

Johnson Controls will be responsible for the following:

- Programming, commissioning and verification.
- Coordinate and work with the City of Oceanside to ensure the job is performed according to specification.
- Graphic floor plans.
- On-site training.

This scope of work **DOES NOT include:**

After hours labor.

Permits.

Interface with smoke/fire systems.

ALL-PURPOSE ACKNOWLEDGMENT

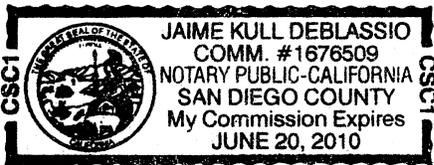
State of California

County of San Diego } SS.

On April 16, 2009, before me, Jaime Kull DeBlassio a notary public

personally appeared Daniel C Kilgore, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Professional Services Agreement
TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

4/16/09
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

