

STAFF REPORT



ITEM NO. 18
CITY OF OCEANSIDE

DATE: June 20, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE REPLACEMENT OF THE THERMAL CONTROL SYSTEM FOR THE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM FOR THE CITY HALL COMPLEX**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with York International Corporation, a Johnson Controls Company, of San Diego in the amount of \$42,083 for the purchase and installation of a Metasys control system for the Oceanside Civic Center heating, ventilating and air conditioning system (HVAC) and authorize the City Manager to execute the agreement.

BACKGROUND

The existing control panel was installed as part of the original Civic Center HVAC system in 1990. The panel controls the chilled-water pumps, condenser water pumps, cooling tower fans and pump, chiller and control valves. The existing control panel's performance has deteriorated steadily over the past few years to the point that Building Maintenance staff can no longer keep the system operational without regular manufacturer technician service support. The existing panel has reached the end of its productive life cycle and it is not economically prudent to continue to repair the existing panel.

ANALYSIS

A request for proposals for the replacement of the control panel was issued in May 2007. Two companies submitted bids. Control Technology, Inc., of Vista's bid cost for the purchase and installation of the control panel was \$57,655. York International's bid was \$42,083.

In addition to York being the low bidder, their proposed costs are in line with industry averages, and staff feels York's demonstrated experience in the installation, start-up, initial operation with follow-on maintenance, and warranty support of other components of the HVAC system has been excellent.

FISCAL IMPACT

The \$42,083 agreement cost is included in this year's Public Works Building Craft account number 414875.5210.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

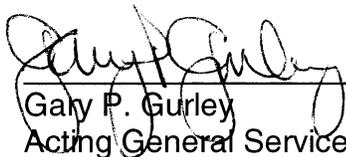
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

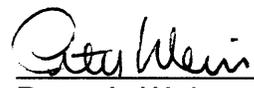
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PREPARED BY:

SUBMITTED BY:



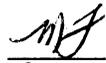
Gary P. Gurley
Acting General Services Manager



Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Joseph Arranaga, Acting Deputy Public Works Director



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: THERMAL CONTROL SYSTEM CONTROLS

THIS AGREEMENT is made and entered into this 29 day of MAY, 2007 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 below.

Johnson Controls will provide a Metasys control system for the control points currently controlled by the existing panel with the additional benefits of:

- Web-based network communication which allows supervisory control over the internet.
- Alarm notification - receive alerts on a cell phone, pager, handheld, or any other Web-enabled device.

SCOPE OF WORK

- Replace all temperature and pressure sensors with new JCI sensors.
- Disconnect and remove the existing DDC control panel.
- Build and mount a new control panel.
- Install (2) new flow switches.
- Use existing conduit and pull new control wire to control chilled water pumps, condenser water pumps, cooling tower fans and pump, chiller, VSD's and control valves.
- Program and commission the new control system.
- Provide 16 hours of on/site customer training.
- Clean and remove all trash and debris from site.

EXCLUSIONS

- Repair and/or replacement of existing isolation and control valves.

- Repair and/or replacement of existing pneumatic control system.
- Overtime labor
- Installation of a internet line in Central Plant

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

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

6.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$42,083.00.

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. **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.

10. **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 29 day of May, 2007

York International Corporation
a Johnson Controls Company of San Diego

CITY OF OCEANSIDE

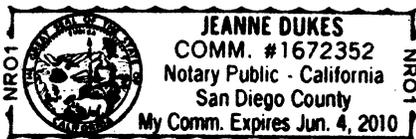
By: [Signature] ~~SALES EXEC~~
Name/Title
Anthony Joseph, Acct Representative

By: _____
Peter A. Weiss
Interim City Manager

By: [Signature] - Branch Mgr.
Name/Title
Walter Bomhoff, Branch Manager

APPROVED AS TO FORM:
[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



State of California California
County of San Diego

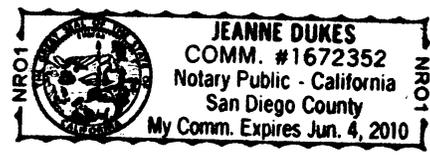
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 29, 2007 before me, Anthony Joseph, Sales Exec
(here insert name and title of the officer)

personally appeared in person

personally known to me (or 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.

WITNESS my hand and official seal.



Signature Jeanne Dukes

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Professional Service Agreement, containing 4 pages, and dated May 29, 2007.

The signer(s) capacity or authority is/are as:

- Individual(s)
 - Attorney-in-Fact
 - Corporate Officer(s)
- Sales Executive
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing: Johnson Controls Inc.
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
<input type="checkbox"/>	Personally known to me
<input type="checkbox"/>	Proved to me on the basis of satisfactory evidence:
<input type="checkbox"/>	form(s) of identification
<input type="checkbox"/>	credible witness(es)
Identification is detailed in notary journal on:	
Page #	Entry #
Notary contact:	
Other	
<input type="checkbox"/>	Additional Signer(s)
<input type="checkbox"/>	Signer(s) Thumbprint(s)
<input type="checkbox"/>	

State of California California
County of San Diego

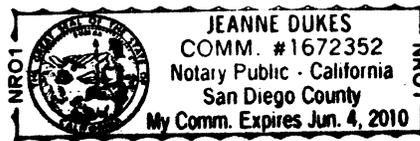
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 29, 2007 before me, Kally Bonhoff, Branch Mgr.
(here insert name and title of the officer)

personally appeared in person

personally known to me (or 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.

WITNESS my hand and official seal.



Signature Jeanne Dukes

(Seal)

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Branch Manager
Title(s)

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- Other:

representing: Johnson Controls, Inc.
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
<input type="checkbox"/>	Personally known to me
<input type="checkbox"/>	Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Identification is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/>	Additional Signer(s)
<input type="checkbox"/>	Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____