

STAFF REPORT



ITEM NO. 15

CITY OF OCEANSIDE

DATE: June 6, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT FOR THE REPLACEMENT OF 19 FAN COIL UNITS OF THE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM FOR THE CITY HALL COMPLEX**

SYNOPSIS

Staff recommends that the City Council approve an agreement with York International Corporation of San Diego in the amount of \$113,540 for the purchase and installation of 19 model HPY International Environmental Solutions hi-performance fan coil units for the Oceanside Civic Center heating, ventilating and air conditioning system (HVAC) and authorize the City Manager to execute the agreement.

BACKGROUND

Over the years the efficiency of the fan coils, which are essential components of the Civic Center HVAC system, have steadily declined. An aggressive program by Building Maintenance to overcome the widening gap between demand and capability through repair and/or replacement of marginally performing components and regular manufacturer technician services only managed to maintain the status quo. In 2004 the City solicited recommendations from the fan coil manufacturer and other heating, ventilating and air conditioning manufacturing and maintenance specialists. They all agreed that the existing 120 fan coils, 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 fan coils, and that as they failed they should be replaced.

Eight failed units were replaced immediately and staff developed a priority replacement list for the remaining 112 units and initiated a replacement program that would ultimately replace the remaining 112 fan coil units over the next five to seven years. The HPY International Environmental Solutions hi-performance fan coil was selected as the standard replacement unit because of its superior reliability, energy efficiency, capacity and warranty. The first replacement program proposal was issued in 2005 for the purchase and installation of 13 replacement fan coils. York International was the low bidder and was awarded the contract.

ANALYSIS

A proposal for the replacement of eight fan coil units for fiscal year 2006/07 was issued in June 2006. Only one firm, York International, responded. Prior to moving forward with the proposal an additional 11 fan coil units failed. Staff reopened negotiations with York and they agreed to replace a total of 19 fan coil units at their proposal price of \$5,976 per unit.

Staff feels York's demonstrated experience in the disassembly and removal of the first 13 old fan coils and the installation, start-up, initial operation with follow-on maintenance and warranty support of the new fan coils was excellent. Their per unit cost of \$5,976 is actually less than the \$6,063 per unit cost of the original fan coils replaced in 2005. The proposed costs are in line with industry averages and staff feels re-bidding the project would not result in additional proposals or reduce the cost.

The York International proposal provides for disassembly, removal and disposal of the existing fan coils and complete installation of the new fan coils including start-up and operational testing. Designated City employees will be trained on the proper system operation.

FISCAL IMPACT

The \$113,540 contract cost is included in this year's Public Works Deferred Building Maintenance account 851.414874.5392.

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

Staff recommends that the City Council approve an agreement with York International Corporation of San Diego in the amount of \$113,540 for the purchase and installation of 19 model HPY International Environmental Solutions hi-performance fan coil units for the Oceanside Civic Center heating, ventilating and air conditioning system (HVAC) and authorize the City Manager to execute the agreement.

PREPARED BY:



Gary P. Gurley
Acting General Services Manager

SUBMITTED BY:



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: CIVIC CENTER FAN COIL REPLACEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and YORK International, A Johnson Control Company, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described below.

INSTALLATION

YORK INTERNATIONAL shall perform the following elements of work necessary for this project:

- Full project management and installation responsibility including.
- Project meetings.
- Project supervision.
- Full responsibility of project.
- Disassemble and remove existing fan coil units. Provide all required tools, lifts and rigging.
- Secure the new units above the ceiling.
- Install all necessary pipe, fittings, and switches from the isolation valves to the unit.
- Install all required conduit and wire in a manner consistent with the local codes.
- Start and test each unit

Equipment

International Environmental Solutions hi-performance fan coil units model HPY with the following features:

- Horizontal low static fan coil.
- Integral double-deflecting discharge grille.
- Power-coat finish.
- One-Year Factor Warranty for Parts and Labor.
- All units' sizing is based on the mechanical equipment schedules provided by The City of Oceanside.

Units to be replaced

FC7	FC66	FC75	FC78
FC80	FC82	FC86	FC93
FC94	FC95	FC100	FC103
FC104	FC106	FC107	FC109
FC113	FC114	FC117	

EXCLUSIONS

- Moving furniture for access to the units.
- Installation of DDC control wiring and equipment.
- Asbestos Abatement.
- Plans & Permits.
- Overtime.
- Moving electrical and fire suppression.
- Removal or replacement of the hard lid for access to units.

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. The compensation is for a complete CONTRACTOR turnkey installation including freight and taxes. CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of **\$113,540.00.**

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 _ day of _____, 20_.

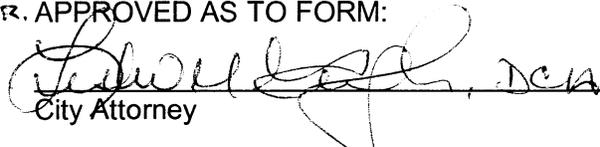
YORK International
A Johnson Control Company

CITY OF OCEANSIDE

By:  ACCOUNT REP
Name/Title
Anthony Joseph, Account Representative

By: _____
Peter Weiss, Interim City Manager

By:  BRANCH MGR.
Name/Title
Wally Bomhoff, Branch Manager

APPROVED AS TO FORM:

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

State of California)
County of San Diego)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 18, 2007 before me, Anthony Joseph, Acct. Rep.
(here insert name and title of the officer) Individual
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 Signatories of City documents containing 6 pages, and dated May 18, 2007.

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

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Personally known to me

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Identification is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact Jeanne Dukes

Other

Additional Signer(s) Signer(s) Thumbprint(s)



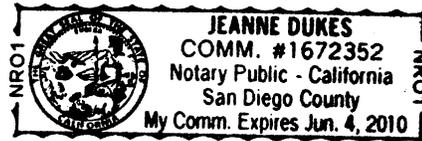
State of California)
County of San Diego)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On May 18, 2007 before me, Kathy Bonhoff, Branch Mgr.
(Here insert name and title of the officer) Individual
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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- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
<input checked="" 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: <u>Jeanne Dukes</u>	
Other	
<input type="checkbox"/>	Additional Signer(s)
<input checked="" type="checkbox"/>	Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____