



DATE: December 18, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Property Management

SUBJECT: **REPLACEMENT OF THE AIR CONDITIONING SYSTEM IN THE INFORMATION TECHNOLOGIES SERVER ROOM AT THE CIVIC CENTER**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement with South Coast Heating and Air Conditioning, L.P. of Vista, California, in the total contract amount not to exceed \$95,374, to replace the existing air conditioning system in the Information Technologies Division server room located at the Civic Center; and authorize the City Manager to execute the agreement.

BACKGROUND

The existing air conditioning system ("HVAC") that cools down the electronic equipment in the Information Technologies Division server room located at the Civic Center is in excess of twenty years old. Due to the age of the existing HVAC units, parts are difficult to locate, and in some cases no longer available. The HVAC condensing units that are located on the roof, due to the salt air, are rusted through in several areas. Based on twenty-year old technology, the existing HVAC units are also no longer energy efficient.

ANALYSIS

Three bids were received for the installation of the new HVAC units. The scope of work includes removal of the existing HVAC units, disposal of Freon in the current units, preparation of the areas for the new units, purchase and installation of the new HVAC units, installation of new high voltage disconnect switches, reconnection of electric power and drains, and system testing.

The three contractors who submitted project bids were:

<u>Contractor</u>	<u>Proposed Project Cost</u>
1. South Coast Heating Air Conditioning L.P.	\$86,704
2. Hi-Tech Air Conditioning	\$93,000
3. Rohan & Sons, Inc.	\$112,320

South Coast Heating and Air Conditioning L.P. ("Contractor") was chosen based on the most competitive pricing.

The work is estimated to begin within thirty days of the execution of the Professional Services Agreement with Contractor. The project is expected to take approximately thirty days to complete, subject to weather conditions and the delivery of the HVAC units. All work will be performed in accordance with all applicable City building codes and inspections.

FISCAL IMPACT

In addition to the bid amount of \$86,704, a ten percent (10%) project contingency in the amount of \$8,670 will be added to the bid amount, bringing the total project cost to \$95,374. The contingency amount will only be used if needed and pursuant to an authorized change order as approved by the City Manager.

The fiscal year 2013-14 budget for Building Maintenance includes sufficient funds for the replacement of the HVAC units. The available funds are in Building Maintenance account number 630630581.5320.

INSURANCE REQUIREMENTS

Contractor will be required to maintain the City's standard insurance requirement pursuant to the terms of the PSA.

COMMISSION OR COMMITTEE REPORT

Not applicable.

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 a Professional Services Agreement with South Coast Heating and Air Conditioning, L.P. of Vista, California, in the total contract amount not to exceed \$95,374, to replace the existing air conditioning system in the Information Technologies Division server room located at the Civic Center; and authorize the City Manager to execute the agreement.

PREPARED BY:



Douglas E. Eddow
Real Estate Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle-Skaggs Lawrence, Deputy City Manager

Michael Blazenski, Interim Financial Services Director





JW for MD

Exhibits:

Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

PROJECT: Civic Center Main Computer Room HVAC Replacement

THIS AGREEMENT, dated October 24, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and South Coast Heating & Air Conditioning, L.P., hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:

Installation of Three (3) Liebert Model BF067ASCDEI Challenger 3000 Environmental Control Systems for the Main Computer Room at the Civic Center Complex.

CONTRACTOR's proposal ("Exhibit "A" and Exhibit "B") are attached hereto and incorporated herein by this reference.

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 CITY. 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. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
- 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain

Civic Center Main Computer Room HVAC Replacement

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.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner

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of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.6** CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7** CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8** CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9** Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
- 5.** **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 7 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:
- **Performance Bond** in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
 - **Payment Bond** that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement
- 6.** **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, 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 or wrongful acts or

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conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

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

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of **EIGHTY SIX THOUSAND SEVEN HUNDRED FOUR DOLLARS \$86,704.00.**

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

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within Thirty (30) calendar days of starting project.
9. **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.
10. **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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

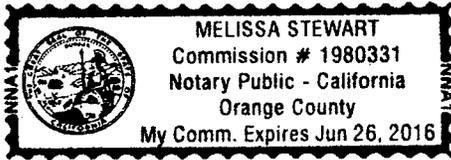
State of California

County of Orange

On 11-13-13 before me, Melissa Stewart, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Lepak
Name(s) of Signer(s)

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.

Signature: Melissa Stewart
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Professional Contractor Services Agreement

Document Date: 11-13-13 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Lepak

Corporate Officer — Title(s): V.P.

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: Southcoast

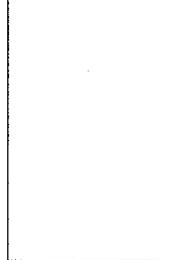
Signer's Name: _____

Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: _____



EXHIBIT "A"

License No. 894187
C-20

AMS AMERICA, INC., G.P.

SOUTH COAST HEATING AND AIR CONDITIONING, L.P.

2373 La Mirada Drive-Vista-CA- 92081 (760) 941.7000 FAX: (760) 941.8342

September 12, 2013

City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

ATTN: Tony Visco
RE: Main IT Room

Dear Mr. Visco,

Please review the following to include the following:

1. Recover Freon as required and dispose of according to the EPA
2. Fabricate and install new sheet metal pans for outdoor condensing pans. If they require plywood we will replace that as well
3. Flush existing line sets as required to remove any old refrigerant
4. Install (3) remote condensers
5. Install new vibration isolation for outdoor units
6. Install (3) new air cooled down flow computer room A/C units
7. Install new vibration isolation for indoor units
8. Install all new high voltage disconnect switches
9. Reconnect electrical and drain as required
10. Units to include phenolic coating for the outdoor units
11. Rigging and straight time labor for the above

The units will include the following scope of work that you had received from Liebert and that is attached.

Our price for the above; \$86,704.00

The following is excluded: Modifying the existing floor if need be.

Please add \$6,000.00 to base bid if prevailing wage labor is required

Should you have any questions please let me know.

Sincerely,

Michael Lepak

General Manager
Southcoast Heating and Air

EXHIBIT "B"

Liebert

904 West San Marcos Blvd.
Suite 4
San Marcos, CA 92078
FAX: (760) 744-7644
PH: (760) 744-7226

COMPANY:		PROPOSAL #:	Q01775497
ATTN:		PAGES:	2
FAX:		DATE:	Aug 6, 2013
FROM:	ROOMY RAGHINA		
PROJECT:	CITY OF OCEANSIDE SERVER ROOM		

Please provide a quotation for supplying and the complete installation of three (3) Liebert systems referenced below.

Three (3) Liebert Model BF067ASCDEI Challenger 3000 Environmental Control Systems: Nominal 5 ton Down flow System, 208 Voltage, 3 Phase, 60 Hz

Air Cooled Unit

- One standard scroll compressor with hot gas bypass (capacity control)

Three (3) 95°F Ambient Variable Frequency Drive Control Condenser Model TCSV104-Y 208/230 Voltage, 3 Phase, Hz.

Phenolic coated condenser coil and fins for corrosion protection.

System Accessories:

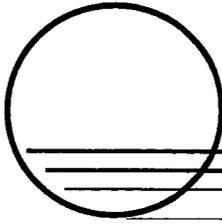
- Liebert iCOM microprocessor with Large Graphic Display
- vNSA8 network switch; Qty 1(lead lag, unit rotation and team mode operation network switch (ship loose for field installation on the wall and wired by others)
- Factory Balanced Evaporator Motor & Blower Package
- Intellislot Web Card (IS-WEBL) - Delivers Web, SNMP, Email, Text Messaging, and Telnet communication and control capabilities. - Qty 1 per Unit
- Electric Reheat
- Infrared W/ Autoflush Humidifier
- Locking Disconnect Switch
- Condensate Pump - Dual Float
- 2" (5cm) Merv 8 Filter Package
- 2 HP Motor
- Crankcase Heaters
- Unit Color: Z-0420
- Seismic duty floor stands (height TBD)

Services Include:

- One year Parts only warranty
- Warranty Inspection and Factory Start-up

Delivery: 8-9 weeks, plus add one week for transit time.

ROOMY RAGHINA, Account Executive



SOUTHCOAST

HEATING & AIR CONDITIONING

City of Oceanside Civic Center
300 N Coast Highway
Oceanside, CA 92054
Install split system for the I.T. room – Job #13-0199
Make:
Model # QS24-VJ220
Serial #4ES1230000464

City of Oceanside Civic Center
300 N Coast Highway
Oceanside, CA 92054
Install 5 ton heat pump – Job #12-0128
Make: York
Model #XP060C00N2AAA2
Serial #N1G2015281

City of Oceanside Police Headquarters
3855 Mission Ave
Oceanside, CA 92057
Install 2.5 ton rooftop unit – Job #13-0175
Make: Goodman
Model #GPH1330M41
Serial #1307168797

City of Oceanside Police Headquarters
3855 Mission Ave
Oceanside, CA 92057
Install 3.5 ton heat pump – Job #13-0091
Make: Goodman
Model #GPH1342M41
Serial #1207172313

City of Oceanside Police Headquarters

3855 Mission Ave

Oceanside, CA 92057

Replace four units – Job #13-0002

Make: Goodman

Model#CPG1202104B (10 ton)

Serial#1301537051

Model#CPG1202104B (10 ton)

Serial#1301537052

Model#CPG1202104B (10 ton)

Serial#1207100181

Model #CPG1022104B (8.5 ton)

Serial #1212037773