

**AGREEMENT**

**CITY OF SANTA ROSA  
GENERAL SERVICES AGREEMENT  
WITH TROXEL HVAC  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Santa Rosa, a municipal corporation ("City"), and Alan Troxel, dba Troxel HVAC, a Sole Proprietor, ("Contractor").

**RECITALS**

- A. City desires to contract for maintenance & repair of HVAC equipment at various sites.
- B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.
- C. Contractor represents to City that it is fully qualified to conduct the services described above.
- D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to City the services described in Exhibit A. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

**2. TIME FOR PERFORMANCE**

The services described herein shall be provided as set forth in the Scope of Service. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to

the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

### 3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

### 4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$140,000. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.

### 5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services as set forth in Exhibit A.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c.1 below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or

Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

## **6. TERM, SUSPENSION, TERMINATION**

a. The term of this Agreement shall be for one year, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to four (4) additional one year terms.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

## **7. TERMINATION OF AGREEMENT FOR DEFAULT**

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written

notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

## **8. INDEMNIFY AND HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

## **9. INSURANCE REQUIREMENTS**

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

## **10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION**

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited

to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the 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 and veteran status of that person.

## **11. ASSIGNMENT AND SUBCONTRACTING**

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

## **12. BINDING EFFECT**

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

**13. RETENTION OF RECORDS**

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

**14. ENTIRE AGREEMENT**

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

**15. SEVERABILITY**

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**16. WAIVER**

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

**17. ENFORCEMENT OF AGREEMENT**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

**18. CONTRACTOR NOT AGENT**

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

## 19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## 20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

| <u>City</u>   | <u>Contractor</u>  |
|---|--|
| Brandalyn Tramel<br>Purchasing Agent<br>631 First Street, 2 <sup>nd</sup> Floor<br>Santa Rosa, California 95404<br>Phone: (707) 543-3706<br>Fax: (707) 543-3723 | Alan Troxel,<br>Dba Troxel HVAC<br>10 Chrisdumar Lane<br>Petaluma, CA 94952<br>Phone: 707-794-0213<br>Cell: 707-888-2173<br>Email:<br><u>Troxel HVAC@yahoo.com</u> |

## 21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Sole Proprietor, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.



**CONTRACTOR:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Troxel HVAC

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: Alan Troxel

Julie A. Alsyba  
Office of the City Attorney

Print Name: Alan Troxel

Title: Owner

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A – Scope of Services

# Best + Final

**EXHIBIT A**  
**CONTRACT ITEMS/COMPENSATION SCHEDULE**  
 Bidders must provide itemized pricing in the schedule below:

**MAINTENANCE AND REPAIR OF HEATING, VENTILATING AND AIR**  
**CONDITIONING (HVAC) EQUIPMENT, INCLUDING ICE MACHINES,**  
**AT VARIOUS CITY FACILITIES**

| Bid Item | Qty | Unit | Description  | Unit Cost        | Total Amount     |
|----------|-----|------|--|------------------|------------------|
| 1.       | 12  | Mo   | City Hall, 100 Santa Rosa Ave.<br>Santa Rosa, CA 95404   | \$ <u>625</u>    | \$ <u>7500</u>   |
| 2.       | 12  | Mo   | City Hall Annex, 90 Santa Rosa Ave.<br>Santa Rosa, CA 95404  | \$ <u>625</u>    | \$ <u>7500</u>   |
| 3.       | 12  | Mo   | Sonoma Co. Historical Museum<br>425 7 <sup>th</sup> Street, Santa Rosa, CA 95404                                   | \$ <u>83.34</u>  | \$ <u>1000</u>   |
| 4.       | 12  | Mo   | Public Safety Building Police<br>955/965 Sonoma Avenue<br>Santa Rosa, CA 95404                                     | \$ <u>1250</u>   | \$ <u>15,000</u> |
| 5.       | 12  | Mo   | Municipal Services Center South,<br>69 Stony Circle<br>Santa Rosa, CA 95401  | \$ <u>416.67</u> | \$ <u>5000</u>   |
| 6.       | 12  | Mo   | Municipal Services Center North,<br>55 Stony Point Road<br>Santa Rosa, CA 95401                                    | \$ <u>625</u>    | \$ <u>7500</u>   |
| 7.       | 12  | Mo   | Finley Community & Aquatic<br>Centers<br>2060 W College Avenue<br>Santa Rosa, CA 95401                             | \$ <u>500</u>    | \$ <u>6000</u>   |
| 8.       | 12  | Mo   | Railroad Depot<br>6 <sup>th</sup> & 4 <sup>th</sup> Streets<br>Santa Rosa, CA 95402                                | \$ <u>66.67</u>  | \$ <u>800</u>    |
| 9.       | 12  | Mo   | Senior Center<br>704 Bennett Valley Road<br>Santa Rosa, CA 95404   | \$ <u>416.67</u> | \$ <u>5000</u>   |
| 10.      | 12  | Mo   | Steele Lane Community Center<br>415 Steele Lane<br>Santa Rosa, CA 95403  | \$ <u>208.34</u> | \$ <u>2500</u>   |
| 11.      | 12  | Mo   | Ridgway Swim Center<br>455 Ridgway Avenue<br>Santa Rosa, CA 95401  | \$ <u>41.67</u>  | \$ <u>500</u>    |
| 12.      | 12  | Mo   | Clubhouses:<br>2095 Franklin Street, Santa Rosa<br>1055 Benton Street, Santa Rosa<br>1700 Doyle Avenue, Santa Rosa | \$ <u>54.17</u>  | \$ <u>650</u>    |

*Mr. Ted*

|     |    |    |  |                 |                 |
|-----|----|----|--|-----------------|-----------------|
| 13. | 12 | Mo | Bennett Valley Golf Course, Pro Shop and Clubhouse<br>3328 Bennett Valley Road<br>Santa Rosa, CA 95405   | \$ <u>250</u>   | \$ <u>3000</u>  |
| 14. | 12 | Mo | Chamber Building<br>631 – 637 1 <sup>st</sup> Street<br>Santa Rosa, CA 95404   | \$ <u>150</u>   | \$ <u>1800</u>  |
| 15. | 12 | Mo | Transit Operations Building<br>45 Stony Point Road<br>Santa Rosa, CA 95401   | \$ <u>1000</u>  | \$ <u>1200</u>  |
| 16. | 12 | Mo | Sam Jones Hall<br>4020 Finley Avenue<br>Santa Rosa, CA 95401   | \$ <u>150</u>   | \$ <u>1800</u>  |
| 17. | 12 | Mo | 655 1 <sup>st</sup> Street<br>Santa Rosa, CA 95404   | \$ <u>62,50</u> | \$ <u>750</u>   |
| 18. | 12 | Mo | Fire Training, Stations and Administration Services:<br><br>Training Center<br>2126 West College Avenue<br><br>Fire Station 2<br>65 Stony Point Road<br><br>Fire Station 3<br>3311 Coffey Lane<br><br>Fire Station 4<br>1775 Yulupa Avenue<br><br>Fire Station 5<br>3480 Parker Hill Road<br><br>Fire Station 6<br>205 Calistoga Road<br><br>Fire Station 7<br>6590 Stonebridge Road<br><br>Fire Station 8<br>830 Burbank Avenue<br><br>Fire Station 10/Admin<br>2373 Circadian Way<br><br>Fire Station 11<br>550 Lewis Road | \$ <u>625</u>   | \$ <u>2,500</u> |

*Mr. Tol*

|     |                    |                        |   |                 |                 |   |
|-----|--------------------|------------------------|---|-----------------|-----------------|---|
| 19. | 12                 | MO                     | Church of One Tree<br>492 Sonoma Avenue<br>Santa Rosa, CA 95404<br>Includes 3 filter changes and 1 coil washing   | \$ <u>33,34</u> | \$ <u>400</u>   |   |
| 20. | 12                 | Mo                     | Willow Creek Day Care<br>2536 Marlow Road,<br>Santa Rosa, CA 95404<br>Includes 3 filter changes and 1 coil washing  | \$ <u>41,67</u> | \$ <u>500</u>   |   |
| 21. | 12                 | Mo                     | Deturk Round Barn<br>819 Donahue Street,<br>Santa Rosa, CA 95401<br>Includes 3 Filter changes and 1 coil washing  | \$ <u>41,67</u> | \$ <u>500</u>   |   |
| 22. | <del>4</del><br>12 | <del>Times</del><br>MO | <u>Utilities IT Server Room</u> at new UFO building.<br>35 Stony Point Road<br>Santa Rosa, CA 95401<br>Maintain Liebert units 4 times per year to include change filters, check belts and adjust or advise to replace, check overall operation and settings, check evaporator for cleanliness and leaks and acid wash 1 time per year.  | \$ <u>41,67</u> | \$ <u>500</u>   | X |
| 23. | <del>4</del><br>12 | <del>Times</del><br>MO | New Utilities Building (UFO)<br>35 Stony Point Road<br>Santa Rosa, CA 95401<br>Quarterly maintenance on HVAC systems including offices and shops.<br>Excludes server room unit. <ul style="list-style-type: none"> <li>• Replace pre filters on rooftop unit, customer supplied filters</li> <li>• Cleaning filters on shops mini-split heat pumps</li> <li>• Replacing filters in evaporative cooling unit on roof. Customer supplies filters</li> <li>• Check belts and adjust tension or advise to replace on all belt drive units including air compressor.</li> <li>• Grease all bearings including water pump and blower shafts.</li> </ul> | \$ <u>61,67</u> | \$ <u>7,400</u> | X |

*Am Ed*

|     |                    |                        |   |                  |                 |
|-----|--------------------|------------------------|---|------------------|-----------------|
|     |                    |                        | <ul style="list-style-type: none"> <li>• Check all evaporators and condensers for leaks and cleanliness. Including air compressor drier, kitchen units, and ice machine.</li> <li>• Check Y strainer and clean if needed.</li> <li>• Test chemicals in hot water loop</li> <li>• Clean ice machine 2 times per year and change filter</li> <li>• Open all electrical panels and check contractor points, loose wires, and wasps</li> <li>• Address all concerns related to temperature imbalance</li> </ul> |                  |                 |
| 24. | <del>4</del><br>12 | <del>Times</del><br>MO | Pump Station #4<br>Sonoma Avenue<br>Perform quarterly maintenance on HVAC   | \$ <u>62.50</u>  | \$ <u>750</u>   |
| 25. | <del>8</del><br>12 | <del>Mo</del><br>MO    | Bennett Valley Senior Center<br>704 Bennett Valley Road<br>Santa Rosa, CA 95401<br>Service low pressure steam boiler with chemicals, 1 time per month for 8 months a year (October - May)   | \$ <u>366.67</u> | \$ <u>4400</u>  |
| 26. | <del>1</del><br>12 | <del>Time</del><br>MO  | Laguna Treatment Plant -<br>4300 Llano Road<br>Santa Rosa, CA 95407<br>Service and maintain ice machine one time per year. To include changing water filter, clean ice grid and bin, and clean condenser  | \$ <u>62.50</u>  | \$ <u>750</u>   |
| 27. | 12                 | Mo                     | Laguna Treatment Plant<br>4300 Llano Road<br>Santa Rosa, CA 95407<br>Service and Maintain designated HVAC units at Laguna including air handlers, chillers, boilers, package units, and split systems   | \$ <u>1250</u>   | \$ <u>15000</u> |
| 28. | 12                 | Mo                     | Finley Senior Wing<br>2060 West College Avenue<br>Santa Rosa, CA 95401<br><br>Service and maintain designated HVAC units at Finley Senior Wing to include 3 rooftop Carrier package units and 6 Carrier split systems 4 times per year with 3 filter changes and 1 condenser  | \$ <u>833.34</u> | \$ <u>4000</u>  |

*Alc. TLP*

|  |  |  |          |                             |
|--|--|--|----------|-----------------------------|
|  |  | cleaning and service Cogen closed loop water system with chemicals   | \$ _____ | \$ _____                    |
|  |  | Service and Maintain designated HVAC units at Finley Senior Wing, 2 <sup>nd</sup> Floor, to include 8 new air conditioner units and exhaust fans |          |                             |
|  |  |  |          | <b>Total: \$ 109,200.00</b> |

*AK LK*

| <b>MISCELLANEOUS CALL OUT/REPAIR RATES**<br/>(Prevailing Wage)<br/>MARK UP ON PARTS</b>          |                        |
|--|------------------------|
| a. 8:00 a.m. to 5:00 p.m.  | \$ <u>130.00</u> /hour |
| b. 5:00 p.m. to 8:00 a.m.  | \$ <u>180.00</u> /hour |
| c. Weekends & Holidays   | \$ <u>180.00</u> /hour |
| d. <u>20</u> % Markup on filters and misc. parts.  |                        |
|  |                        |
| Quantities for Items a, b, c & d cannot be pre-determined, but shall be on an "as needed" basis. |                        |

*M. L.*

**HVAC MAINTENANCE SCHEDULE:** The HVAC equipment, itemized description of work to be performed, and the frequency for all scheduled maintenance service visits under the contract are as follows:

| <b>EQUIPMENT</b>   | <b>EVERY 4 MONTHS</b> | <b>ANNUALLY</b> |
|--|-----------------------|-----------------|
| <b>BOILERS/FURNACES/HEATERS</b>                                    |                       |                 |
| Check Fan limit control  | X                     |                 |
| Check automatic water feeder                                       | X                     |                 |
| Clean water strainer   |                       | X               |
| Drain discharge expansion tank                                     |                       | X               |
| Check/Calibrate all operating & safety controls                    |                       | X               |
| Check combustion   |                       | X               |
| Check flame safety controls  |                       | X               |
| Clean pilot  |                       | X               |
| Clean low water cut-off  |                       | X               |
| Check make up water controls                                       |                       | X               |
| Blow down boiler and water controls                                |                       | X               |
| Check operating and safety controls                                | X                     |                 |
| Check automatic gas valve  | X                     |                 |
| Lube moving parts  | X                     |                 |
| Clean burner assembly  |                       | X               |
| <b>COMPRESSORS</b>   |                       |                 |
| Inspect Moisture and charge indicator                              |                       | X               |
| Check starter contacts, wiring & conduit                           | X                     |                 |
| Adjust belt drive  | X                     |                 |
| Check safety valves, controls, switches                            | X                     |                 |
| Replace air intake filter  |                       | X               |
| Check oil level & condition of oil                                 |                       | X               |
| Check head and suction pressure                                    |                       | X               |
| Check for refrigerant leaks  | X                     |                 |
| Check crankcase oil  |                       | X               |
| Check unloader   |                       | X               |
| Check condition & alignment of compressor drive                    |                       | X               |
| Check compressor mounting & head bolts                             |                       | X               |
| Check amperage & voltage, record both                              |                       | X               |
| <b>WATER PUMPS/SUMP PUMPS/CIRCULATING PUMPS</b>                    |                       |                 |
| Check motor & pump mounting  | X                     |                 |
| Check pump head for operation, wear & capacity                     | X                     |                 |
| Check seals  | X                     |                 |
| Check couplings  | X                     |                 |
| Check alignment  | X                     |                 |
| Lubricate as required  | X                     |                 |
| Check & clean strainers  |                       | X               |
| <b>CONTROLS</b>  |                       |                 |
| Check/calibrate main system operating controls                     |                       | X               |
| Check clocks and timers, calibrate pneumatic controls, economizers |                       | X               |
| Calibrate thermostats, VAV box controllers, sensors, thermostats   |                       | X               |



| <b>MOTORS/COMPRESSORS</b>                                    |   |   |
|--|---|---|
| Check motor mounting & shaft pulley for security & alignment | X |   |
| Clean and lube as required by manufacturer's specs           | X |   |
| Check air compressor pressure                                | X |   |
| Check starter contacts wiring & conduit                      | X |   |
| Clean air passages   |   | X |
| Check amperage & voltage, record both                        | X |   |

| <b>EQUIPMENT</b>   | <b>EVERY 4 MONTHS</b> | <b>ANNUALLY</b> |
|--|-----------------------|-----------------|
| <b>AIR HANDLERS – A/C CONDENSER<br/>FAN COIL UNITS/EVAPORATORS</b>                   |                       |                 |
| Clean condensation pans & drains   |                       | X               |
| Check controls   | X                     |                 |
| Check drive belts  | X                     |                 |
| Check coils for dirt, clean condenser coils  |                       | X               |
| Check air intake screen  | X                     |                 |
| Check sheaves and bearings for wear  | X                     |                 |
| Lubricate as required  | X                     |                 |
| Check fan blades   | X                     |                 |
| Inspect starter contacts/wiring  | X                     |                 |
| <b>FILTERS</b>   |                       |                 |
| Furnish and install disposable   | X                     |                 |
| Check clips and frame  | X                     |                 |
| Wash washable filters and economizer screens/filters                                 | X                     |                 |
| <b>EXPANSION TANKS</b>   |                       |                 |
| Check water level and pressure   | X                     |                 |
| <b>COOLING TOWER</b>   |                       |                 |
| Check settings and controls  |                       | X               |
| Check sump and clean as required   | X                     |                 |
| Check fan alignment, rotation & condition  | X                     |                 |
| Lubricate as required  | X                     |                 |
| Check and adjust belt drives   | X                     |                 |
| Check coils for scale and dirt   | X                     |                 |
| Check eliminators  | X                     |                 |
| Check air intake   | X                     |                 |
| Check float valve overflow   | X                     |                 |
| Check and clean spray nozzles  |                       | X               |
| Clean coils  |                       | X               |
| <b>OTHER</b>   |                       |                 |
| Check condition of economizer actuators  | X                     |                 |
| Lube economizer damper linkages  | X                     |                 |
| Check fire damper for fusible links  |                       | X               |
| Maintain equipment rooms in clean and orderly condition. Report only needed repairs. | X                     |                 |
| <b>EXHAUST FANS</b>  |                       |                 |
| Check motor for noise, vibration, wear & operation                                   | X                     |                 |

|   |   |   |
|---|---|---|
| Check fan assembly  |   | X |
| Check belts, pulleys & sheaves                                | X |   |
| <b>HEAT PUMP</b>  |   |   |
| Check coils for dirt  | X |   |
| Check refrigerant lines & connections                         | X |   |
| Check electrical controls & connections                       | X |   |
| Check fan assembly  | X |   |
| Check belts, pulleys & sheaves. Adjust & replace as required. | X |   |
| Lubricate as needed   | X |   |
| Clean coils   |   | X |
| Clean drains & drain pans                                     |   | X |
| Check operation of reversing valve                            | X |   |
| Clear debris away from condensing unit                        | X |   |
| <b>AIR COMPRESSORS</b>  |   |   |
| Change crankcase oil  |   | X |
| Check pressure  | X |   |
| Check compressor pressure switch                              | X |   |
| Check moisture eliminator                                     | X |   |
| Check for moisture, oil or dirt in lines                      | X |   |
| Check intake filter   | X |   |
| Check compressor belt & pulley                                | X |   |
| Check pressure relief valve                                   | X |   |
| Replace cartridge type intake air filter                      |   | X |
| Check autodrain, manually drain system                        | X |   |
| Check air dryer & clean fins                                  | X |   |
| Change oil & water filters                                    |   | X |

### TEMPERATURE CONTROL SPECIFICATIONS

Testing, adjustments and calibration of all temperature control systems shall include the following at minimum:

**Electric/Electronic Control Systems** – Verify overall system for proper sequence of operation (each visit); check, adjust and calibrate the following (where applicable), supply air controls, static pressure controls, lockout & limit controls, zone controls including reheat & humidity controls (3 times annually); check economizer damper actuators for proper stroke and verify linkage is adjusted properly (3 times annually); clean and exercise set point pots if necessary; check for loose connections and check for improper location of controls (3 times annually).

**Parts/Materials Replacement** – The Contractor shall replace as needed all HVAC materials that are considered consumables such as oil, grease, belts, etc. Replacement of parts found to be worn or broken shall be charged to the City.