

## ATTACHMENT A

### ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC. FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this 23rd day of July, 2024 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC., a California corporation ("Contractor"), whose address is 720 South Richfield Road, Placentia, CA 92870, and is made with reference to the following:

#### RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform on-call HVAC maintenance and repair services for City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 22, 2029, unless terminated earlier as set forth herein.

#### 2. SERVICES TO BE PERFORMED

2.1 Contractor shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Upon written request from the Project Administrator as defined herein, Contractor shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services; and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

### **3. TIME OF PERFORMANCE**

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

### **4. COMPENSATION TO CONTRACTOR**

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Three Hundred Thousand Dollars and 00/100 (\$300,000.00)**, without prior written amendment to the Agreement.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in Exhibit B ("Billing Rates") shall be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less.

4.3 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.4 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal, or specifically approved in writing in advance by City.

4.5 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B and the Letter Proposal.

## **5. PROJECT MANAGER**

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Sammi Perez to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any

personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

## **6. ADMINISTRATION**

This Agreement will be administered by the Public Works. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## **7. CITY'S RESPONSIBILITIES**

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

## **8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE**

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes,

lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## **9. RESPONSIBILITY FOR DAMAGES OR INJURY**

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

## **12. CITY POLICY**

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## **13. PROGRESS**

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## **14. INSURANCE**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance

of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## **15. BONDING**

15.1 For any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement: (1) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit D which is incorporated herein by this reference; and (2) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit E which is incorporated herein by this reference.

15.2 The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

15.3 Contractor shall deliver, concurrently with City's approval of any Letter Proposal over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), the Labor and Materials Payment Bond and Faithful Performance Bond, a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

## **16. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## **17. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Contractor shall be fully responsible to

City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## **18. OWNERSHIP OF DOCUMENTS**

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

## **19. CONFIDENTIALITY**

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## **20. RECORDS**

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **21. WITHHOLDINGS**

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of



return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## **22. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS**

City reserves the right to employ other contractors in connection with the Project.

## **23. CONFLICTS OF INTEREST**

23.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

23.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

## **24. NOTICES**

24.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

24.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Director of Public Works  
Public Works  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660

24.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Sammi Perez  
Harbor Pointe Air Conditioning & Control Systems, Inc.  
720 South Richfield Road  
Placentia, CA 92870

## **25. CLAIMS**

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

## **26. TERMINATION**

26.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

26.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## **27. LABOR**

27.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

27.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

27.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

27.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

## **28. PREVAILING WAGES**

28.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number **(415) 703-4774** and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations, and the parties agree that the City shall not be liable for any violation thereof.

28.2 If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Contractor and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 100 Civic Center Drive, Newport Beach, California 92660, and are available to any interested party on request

## **29. STANDARD PROVISIONS**

29.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

29.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

Date: 7/11/24

By: *[Signature]*  
Aaron C. Harp  
City Attorney

*ms  
7/11/24*

CITY OF NEWPORT BEACH,  
a California municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Will O'Neill  
Mayor

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

CONTRACTOR: HARBOR POINTE AIR  
CONDITIONING & CONTROL  
SYSTEMS, INC., a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory Howard Perez  
Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sammi Dee Perez  
Secretary, Chief Financial Officer

[END OF SIGNATURES]

- Attachments:
- Exhibit A – Scope of Services
  - Exhibit B – Schedule of Billing Rates
  - Exhibit C – Insurance Requirements
  - Exhibit D – Labor and Materials Payment Bond
  - Exhibit E – Faithful Performance Bond

# **EXHIBIT A**

# **SCOPE OF SERVICES**

## **Exhibit A**

### **Scope of Work**

#### **Preventative Maintenance**

**Equipment Covered:** All equipment listed in **Appendix A** and any other HVAC equipment at City managed facility as requested by the City's project manager.

**Parts and Materials:** All parts and materials for preventative maintenances must be new, unused, and will be supplied by the contractor and included in the proposed rates (e.g. filters, belts, lubricants, cleaners, etc.).

**Labor:** Included shall be all labor to perform preventative maintenance services as described in this contract.

**Preventative Maintenance:** Contractor shall provide preventative maintenance routines as scheduled in the Cost File on a monthly or quarterly basis.

**Contractor Supplied Equipment:** All tools and equipment needed to complete preventative maintenance shall be supplied by the contractor and shall be covered in the proposed rates, (tools of the trade: e.g. vacuum pumps, gauges, recovery machines, hoses, ladders etc.). All specialty tools and rental equipment needed to perform preventative maintenance shall also be included in the proposed rates (e.g. scissor lifts, boom lifts, cranes etc.).

**Monthly or Quarterly Preventive maintenance, shall include but not be limited to:**

- Change and date air filters
- Check reversing valve
- Lubricate motor and shaft bearings as required (including lubricants)
- Check anchor bolts
- Check blower belts and replace if applicable
- Check refrigerant level and recharge refrigerant and check cooling operation
- Change belts, if applicable
- Test for leaks
- Check heating operation
- Check rotation
- Check all safety controls
- Clean and remove excess oil and/or grease
- Check main and pilot burners
- Check for overload under full operation
- Inspect for rust and wear
- Check amperage and voltage on motors and compressors
- Check, clean, and repair all drains, drip pan and drain connections
- Check contactors and clean if necessary
- Check for gas leaks

- Lubricate all moving parts as required on fans and blowers
- Check coils for leaks and clean each visit
- Check oil level and pressure
- Check head pressure
- Check suction pressure
- Verify thermostat schedule and function
- Verify proper return and supply air temps.
- All belt driven units shall have a spare belt left inside the unit.
- Clean up all trash and debris, including old HVAC parts before leaving the area.
- Contractor will provide a checklist for each unit inspected.
- Complete any other preventative maintenance as recommended by the manufacturer.

All invoices will be typed; no handwritten invoices will be accepted. Invoices shall also include the completed checklists or copies of checklists for all units of each facility inspected.

### **On-Call Work**

Contractor shall provide on-call or as-needed repair services to the HVAC units listed in the equipment list and/or any other equipment requiring service/repairs, as requested by the City. Any services not provided as part of the monthly or quarterly maintenance visit will be treated as a service call. Service calls may result from recommended repairs identified through a preventative maintenance visit or through a request for service by the City. The City does not guarantee or imply any specific quantity of service call work during the contract term.

- Call back is required within ninety (90) minutes after initial request from the City for on-call services.
- Contractor must be available for same day response, including after hours, weekends, and holidays.
- Contractor shall be available 24 hours a day, 7 days a week.
- Contractor must be able to arrive within four (4) hours after initial call back.

When the need for service arises, Contractor shall provide a written letter proposal (i.e. quote) for services including the following:

- A detailed description of the services to be provided;
- The position of each person assigned to perform the services;
- The estimated number of hours and cost (including parts and material) to complete the services; and
- The time needed to finish the specific project.

No services shall be provided until the project manager has provided written acceptance of the quote for services. Once authorized to proceed, Contractor shall diligently perform the repair services.



**Equipment Covered:** All equipment listed in **Appendix A** and any other HVAC equipment at City managed facilities as requested by the City's project manager.

**Contractor Supplied Equipment:** All tools and equipment needed to complete on-call repairs shall be supplied by the contractor and shall be covered in the hourly labor cost, (example – Vacuum pumps, gauges, recovery machines, hoses, ladders, brazing equipment, etc.). All specialty tools and rental equipment needed for on-call repairs shall be approved prior to the work and substantiated with rental receipts for invoicing (e.g. scissor lifts, boom lifts, cranes etc.).

**Replacement Equipment, Parts, Materials, and Equipment Rentals:** All will be supplied by the contractor at contracted % markup as shown in the Cost File. Receipts will be required at the time of invoicing to substantiate percentage markup. All shall be charged at cost plus no more than a 15% markup. Labor rates for installation shall be charged at the standard labor rate specified in the Cost File.

All invoices for on-call services must show labor hours, materials, contracted labor rate, and material percentage markup. Receipts on any billable items or services shall be provided with invoice.

# Appendix A

## Total Buildings & Units

Locations	Buildings	Units
CY	6	21
Utilities	8	31
BBSC	3	8
PD	1	31
Animal Shelter	1	4
Fire	11	46
	<b>30</b>	<b>141</b>

JFM Smart ID	Asset Description	Building Name	Building Category	Floor	Location	Area Served	Size/Capacity	Make	Model	Serial	Recorded Install Date	Associated Equipment	Associated Make	Associated Model
Bldg A-23 81 19-RTU	Package HVAC Unit	Bldg A - Administration	Corporation Yard	Roof	Roof	2nd Floor		Day & Night	RG5120LECA0AAAA	G133540128	2013			
Bldg A-23 81 26-SSAC1	Split System A/C	Bldg A - Administration	Corporation Yard	Grounds	N Building Exterior	1st Floor		Carrier	Unreadable	Unreadable		Carrier Fan Coil	FCADNF042	1906A83956
Bldg A-23 81 26-SSAC2	Split System A/C	Bldg A - Administration	Corporation Yard	Grounds	S Building Exterior	1st Floor		Carrier	Unreadable	806512695		Carrier Fan Coil	FCADNF024	1606A69619
Bldg B-23 81 16-WAC	Wall-Mounted Package HVAC Unit	Bldg B - Annex	Corporation Yard	Grounds	South Wall	Annex Building		Marvale	CL1D2436A6	HUP24HPAD6N6				
Bldg B	Package HVAC Unit	Bldg B - Carpenter & Sign Shop	Corporation Yard	Roof	Roof		2 Ton	York	PH14A2421B	WYG8036605				
Bldg B	Rooftop Heating Unit	Bldg B - Carpenter & Sign Shop	Corporation Yard	Roof	Roof			Stirling	RT-400 D	1093-82				
Bldg B-23 82 39-LH2	Rooftop Heating Unit	Bldg B - Carpenter & Sign Shop	Corporation Yard	Roof	Roof			Stirling	RT-400 B	1094-82				
Bldg D-23 34 16-AHU	Forced Air Heating Coils	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Mezzanine	Over Storage Room / Lunch Room	NW Rooms		Lennon	CHA15-413-1Y	5186810374				
Bldg D-23 34 23-GV1	Ventilator	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Roof	Roof		1167 CFM				2010			
Bldg D-23 34 23-GV2	Ventilator	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Roof	Roof		1167 CFM				2010			
Bldg D-23 34 23-GV3	Ventilator	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Roof	Roof		1167 CFM				2010			
Bldg D-23 34 23-GV4	Ventilator	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Roof	Roof		1167 CFM				2010			
Bldg D-23 52 00-RAQH	Radiant Floor Boiler Units - Gas (4)	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Mechanical Room		Bays	199,900 BTU	Noritz	NCC199CDV(GG-CJ259WZ-FF)					
Bldg D-23 81 19-PU3	Package HVAC Unit	Bldg D - Vehicle and Equip. Repairs	Corporation Yard	Roof	Roof	SW Rooms	3-4 Ton	York	PH14B3631B	W1G9116557				
Bldg H-23 81 19-PU	Package HVAC Unit	Bldg H - Fire Dept. Warehouse	Corporation Yard	Mezzanine	Office Area Roof	Warehouse Office	2 Ton	Carrier	SOYD024310	P610052	1986			
Bldg H-23 82 39-SSH1	Split System Heat Pump	Bldg H - Fire Dept. Warehouse	Corporation Yard	Grounds	NW Building Exterior	Fire Dept. Office	11800/14000BTU	Fujitsu	ADU12R1 / ASU12R1	40001301 / 4001478		Fan Coil	ASU9R	4000456
Bldg H-23 82 39-SSH2	Split System Heat Pump	Bldg H - Fire Dept. Warehouse	Corporation Yard	Grounds	NW Building Exterior	Fire Dept. Office	9000/10500BTU	Fujitsu	ADU9R / ASU9R	0000469 / 4000456		Fan Coil	ASU12R1	4001478
Bldg H-23 82 39-UH	Heating Unit	Bldg H - Fire Dept. Warehouse	Corporation Yard	Mezzanine	Fire Dept. Mezzanine	Fire Dept. Mezzanine Storage		Reznor						
Bldg K	Split System Heat Pump	Bldg K - Parks Dept./Warehouse	Corporation Yard	Grounds	Ground	Crew Chief Office	2 Ton							
Bldg K	Package HVAC Unit	Bldg K - Parks Dept./Warehouse	Corporation Yard	Roof	Roof	Office Space		Carrier	SOVT-C36-30TP	1022F46697				
Bldg K-23 82 39-LH1	Heating Unit - Gas	Bldg K - Parks Dept./Warehouse	Corporation Yard	1st Floor	Bay	Bay		Reznor	RDH175	BHM78Y2ND4119	2008			

JFM Smart ID	Asset Description	Building Name	Building Category	Floor	Location	Area Served	Size/Capacity	Make	Model	Serial	Recorded Install Date
Bldg 1-23 81 19-RTU1	Package HVAC Unit	Building 1 - Admin	Utilities Yard	Roof	Roof	2nd floor offices	4 Ton	Carrier	50HQ005-0601	2496G20084	1996
Bldg 1-23 81 19-RTU2	Package HVAC Unit	Building 1 - Admin	Utilities Yard	Roof	Roof	2nd floor offices	3 Ton	Day & Night	PHD3360000C1	C141019766	2014
Bldg 1-23 81 19-RTU3	Package HVAC Unit	Building 1 - Admin	Utilities Yard	Roof	Roof	2nd floor offices	2 Ton	Day & Night	PHD324000K00C1	C142108755	2014
Bldg 1-23 81 26-SSAC1	Split System A/C with Furnace	Building 1 - Admin	Utilities Yard	Grounds	Grounds / Standage Hall	1st floor spaces	2 Ton	Raud	UAKA-024IAZ	5882F110106233	2001
Bldg 1-23 81 26-SSAC2	Split System A/C with Furnace	Building 1 - Admin	Utilities Yard	Grounds	Grounds / Managers Utility Room	1st floor Managers area	3 Ton	Goodman	GSH130361CB / FB4ANF036	1201010137 / 0696A11721	2012
Bldg 1-23 81 26-SSAC3	Split System A/C with Furnace	Building 1 - Admin	Utilities Yard	Grounds	Grounds / Standage Hall	1st floor spaces	3 Ton	Day & Night	N4A536GKC101 / ACE36A24145L087	E153703002	2015
Bldg 2	Package HVAC Unit - Gas	Building 2	Utilities Yard	Roof	Roof	SCADA Office		Day & Night	PGD424040K001E1	C180118905	
Bldg 2	Package HVAC Unit - Gas	Building 2	Utilities Yard	Roof	Roof	Storm Drain Office		York	PCG4A240502X1A	W1M5142859	
Bldg 3-23 81 19-RTU1	Package HVAC Unit	Building 3	Utilities Yard	Roof			5 Ton	Carrier	50HQ006-C521	3307G20574	2007
Bldg 3-23 81 19-RTU2	Package HVAC Unit - Gas	Building 3	Utilities Yard	Roof		East offices	2 Ton	Day & Night	PGD324040K001C1	C123020155	2012
Bldg 3-23 82 39-UH	Heating Unit - Gas	Building 3	Utilities Yard	1st				Lennox			
Bldg 4-23 81 19-RTU	Package HVAC Unit - Gas	Building 4	Utilities Yard	Roof	Roof	Offices/Shops	2 Ton	Bryant	577CNWC224040NATP	1219C44973	2017
Bldg 4-23 82 39-UH	Heating Unit - Gas	Building 4	Utilities Yard	1st	Office bay			Lennox			
Bldg 5-23 81 19-RTU	Package HVAC Unit - Gas	Building 5	Utilities Yard	Roof	Roof	Offices	2 Ton	Carrier	48VGNE3606030TP	1521F50561	2004
Bldg 5-23 82 39-UH1	Heating Unit - Gas	Building 5	Utilities Yard	1st	Shop			Re-Verber-Ray			
Bldg 5-23 82 39-UH2	Heating Unit - Gas	Building 5	Utilities Yard	1st	Shop			Re-Verber-Ray			
Bldg 5-23 82 39-UH3	Heating Unit - Gas	Building 5	Utilities Yard	1st	Shop			Re-Verber-Ray			
Bldg 6-23 81 19-RTU	Package HVAC Unit - Gas	Building 6	Utilities Yard	Roof	Roof	Offices	2 Ton	Day & Night	PGD324040K001C1	C140816762	2014
Bldg 8-23 34 01-EF1	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st	Pump Room			Greenheck			
Bldg 8-23 34 01-EF2	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st	Pump Room			Greenheck			
Bldg 8-23 34 01-EF3	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st	Chemical Room			Greenheck			
Bldg 8-23 34 01-EF4	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st	Chemical Room			Greenheck			
Bldg 8-23 34 01-EF5	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st	Tank Room			Greenheck			
Bldg 8-23 34 01-EF6	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st	Tank Room			Greenheck			
Bldg 8-23 34 01-EF7	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st							
Bldg 8-23 34 01-EF8	Sidewall Exhaust Fan	Building 8	Utilities Yard	1st							
Bldg 8-23 81 19-RTU1	Package HVAC Unit	Building 8	Utilities Yard	Roof	Roof	Offices	2 Ton	Day & Night	PHD424000K00F1	C170123777	2017
Bldg 8-23 81 19-RTU2	Package HVAC Unit	Building 8	Utilities Yard	Roof	Roof	West offices	3 Ton	York	PHE483641B	W1F9026316	2019
Bldg 8-23 81 26-SSAC1	Split System A/C	Building 8	Utilities Yard	Roof	Roof		2 Ton	Samsung	US24A2RC	PIAR200238	2002
Bldg 8-23 81 26-SSAC2	Split System A/C	Building 8	Utilities Yard	Roof	Roof	Electrical Room	1 Ton	Hitachi	RAC-09UHV		
Bldg 8-23 82 39-UH	Heating Unit	Building 8	Utilities Yard	1st	Bay 8	Bay 8A		Dayton			

JFM Smart ID	Asset Description	Building Name	Building Category	Floor	Location	Area Served	Size/Capacity	Make	Model	Serial	Recorded Install Date
BB SC A-23 82 39-HP1	Split System Heat Pump	Back Bay Science Center - Bldg A	Public Works Department	Grounds	Lab ceiling	Lab	5 Ton	Carrier	38YXA-060		2007
BB SC A-23 82 39-HP2	Split System Heat Pump	Back Bay Science Center - Bldg A	Public Works Department	Grounds	Lab ceiling	Lab	4 Ton	Carrier	38YXA-048		2007
BB SC A-23 82 39-HP3	Split System Heat Pump	Back Bay Science Center - Bldg A	Public Works Department	Grounds	Lab ceiling	Lab	5 Ton	Carrier	38YXA-060		2007
BB SC B-23 82 39-HP/FC4	Split System Heat Pump	Back Bay Science Center - Bldg B	Public Works Department	Grounds	Overhead	Training	5 Ton	Carrier	FK4DNB006 / 38YXA-060	1806A83428	2007
BB SC B-23 82 39-HP/FC5	Split System Heat Pump	Back Bay Science Center - Bldg B	Public Works Department	Grounds	Overhead	Training	5 Ton	Carrier	FK4DNB006 / 38YXA-060	1806A83430	2007
BB SC C-23 82 39-HP6a	Split System Heat Pump	Back Bay Science Center - Bldg C	Public Works Department	Grounds	Office ceiling	Offices	5 Ton	Carrier	38YXA-060		2007
BB SC C-23 82 39-HP6b	Split System Heat Pump	Back Bay Science Center - Bldg C	Public Works Department	Grounds	Office ceiling	Offices	3 Ton	Carrier	38YXA-060		2007
BB SC C-23 82 39-HP7	Split System Heat Pump	Back Bay Science Center - Bldg C	Public Works Department	Grounds	Office ceiling	Offices	5 Ton	Carrier	38YXA-060		2007

UNIT	Manufctr	MODEL NO.	SERIAL #	11/17/11 FILTERS	Org. BELT	THERMOSTAT LOCATION	FLOOR	ADDITIONAL AREAS
AC-01	Carrier	48HJD-005-601	2293G888118	2-16X25X2	A-36	Traffic Office	Upper	Deputy Chief
AC-02	Carrier	48HJD-008-601GA	2393G93368	4-16X20X2	A-48	Jail - Adult	Lower	
AC-03	Carrier	48SS-0300-40-301	4093G00449	1-16X25X1	DD	Explorer Office	Upper	ACO Office
AC-04	Carrier	48HJD-006-621	4393G00696	2-16X25X2	4L-38	Lobby	Upper	
AC-05	Carrier	48HJD-006-621	4393G00701	2-16X25X2	A-34	Records	Upper	Rec. Suprvsr, Copier
AC-06	Carrier	48HJD-008-600	2193G83103	4-16X20X2	A-48	Gym	Lower	Photo & CSI
AC-07	Carrier	48HJD-006-621	4393G00700	2-16X25X2	4L-38	Lunch Room	Lower	Lunch Store Rm, Poly
AC-08	Carrier	48HJD-006-621	4393G00697	2-16X25X2	A-37	Detectives #2	Upper	Det. Lt, Conf. Rm
AC-09	Carrier	48HJD-008-600	2193G83104	4-16X20X2	A-48	Auditorium	Upper	EOC
AC-10	Carrier	48SS-0300-40-301	4093G00451	4-12X20X1	DD	Detective Captain	Upper	Detective Secretary
AC-11	Carrier	48HJD-012-611GA	3093G34021	1-16X25X1	A-51	Men's Locker Rm	Lower	
AC-12	Carrier	48HJD-006-621	4393G00702	2-16X25X2	A-36	Community Relations	Upper	Chief's Break Room
AC-13	Carrier	48HJD-005-601	2493G01374	2-16X25X2	A-36	Chief's Secretary	Upper	PSU & Hallway
AC-14	Carrier	48SS-0240-40-301	4093G00396	1-16X25X1	DD	Chief	Upper	
AC-15	Carrier	48SS-0300-40-301	4093G00453	1-16X25X1	DD	Executive Officer	Upper	Hallway
AC-16	Carrier	48HJD-055-601	2693G12112	2-16X25X2	A-36	Computer Section	Upper	
AC-17	Carrier	48SS-300-40-301	4093G00444	1-16X25X1	DD	Video Office	Upper	Library
AC-18	Carrier	48HJD-005-601	2493G01371	2-16X25X2	A-36	Briefing Room	Lower	
AC-19	Carrier	48HJD-005-601	2393G93253	2-16X25X2	A-37	Narcotics	Upper	Personnel
AC-20	Carrier	48HJD-005-601	2293G88114	2-16X25X2	A-36	Detectives #1	Upper	
AC-21	Carrier	48HJD-005-601	2293G88113	2-16X25X2	A-36	Computer Server Rm	Upper	CSU
AC-22	Carrier	48SS-0300-40-301	4093G00442	1-16X25X1	DD	Data Entry	Upper	Copier, Electrnics, DA
AC-23	Carrier	48HJD-006-621	4393G00698	2-16X25X2	A-34	DOC - Alarms	Upper	Dispatch Supervisor
AC-24	Carrier	48HJE-004-611	3593G01806	2-16X25X2	A-39	Watch Commander	Upper	Sgts Ofc, Report Writing
AC-25	Carrier	48HJD-005-621	4593G01073	2-16X25X2	A-36	Dispatch	Upper	Traffic Break Room
AC-26	Carrier	48HJD-008-601GA	2393G93369	4-16X20X2	A-48	Jail - Juvenile	Lower	Jail Office
AC-27	Carrier	48SS-0240-40-301	4093G01074	1-16X25X1	DD	Patrol Captain	Upper	Traffic Conf. Rm
AC-28	Carrier	48HJE-004-611	3593G01801	2-16X25X2	A-39	Sup. Svcs. Captain	Upper	SS Lt, FSFM
AC-29	Trane	TCH043A3E0A1B		2-20X25X1	AX26	UPS / Computer Rm #1	Upper	
AC-30	Lennox	CHA-16-953-1G	5691H01160	4-16X20X2	A-46	UPS / Computer Rm #2	Upper	Telephone Room
AC-31	Carrier	48GSN018040301	2403G11745	2-12x20x1	DD	COP Conf. Rm	Upper	

JFM Smart ID	Asset Description	Building Name	Building Category	Floor	Location	Area Served	Size/Capac	Make	Model	Serial	Recorded Install Date	Associated Equipment	Associated Make	Associated Model
Animal Shelter	Heating Unit - Gas	Animal Shelter	Police	Grounds	Hallway	Offices		York	TL8E100C20UH11A	W2D1925135	2023			
Animal Shelter	Split System A/C	Animal Shelter	Police	Grounds	Outside	Offices		York	YCS48B215A	W2H1390583	2023			
Animal Shelter	Split System A/C	Animal Shelter	Police	Grounds	Outside	Dog Run		Samsung	AM053TXMDCH	BCZQP3GR300006A	2023	Fan Coil	AM054JNHDC	OR4SPALT100001A
Animal Shelter	Split System A/C	Animal Shelter	Police	Grounds	Outside	Cat Room		Mitsubishi	MUZ-JP09WA	12C09630	2023	Fan Coil	MSZ-JP09WA	

JFM Smart ID	Asset Description	Building Name	Building Categ	Floor	Location	Area Served	Size/Capacity	Make	Model	Serial	Recorded Install Date
FS#1-23 01 26-SSAC	Split System A/C with Furnace	Fire Station #1	Fire Stations	1st Floor / Roof	AHU Closet / Roof	Fire Station	4 Ton	Day & Night	CCA748GKA200	E134201097	2013
FS#2 CU-1	split system w/	Fire Station #1	Fire Stations	Roof	Roof	IT ROOM		LG	Isu303hv3	103kay0658	2022
FS#2-HP-1	split system w/	Fire Station #2	Fire Stations	Roof	Roof	Day room		LG	arub060gpa4	1e1m04ja	2022
FS#2-HP-2	split system w/	Fire Station #2	Fire Stations	Roof	Roof	gym		LG	arub060gpa4	1e1m04ja	2022
FS#2-HP-3	split system w/	Fire Station #2	Fire Stations	Roof	Roof	upstairs dorms		LG	arub060gpa4	1e1m04ja	2022
FS#2-HP-4	split system w/	Fire Station #2	Fire Stations	Roof	Roof	upstairs dorms		LG	arub060gpa4	1e1m04ja	2022
FS#2 CU-2	split system w/	Fire Station #2	Fire Stations	Roof	Roof	downstairs app bay rooms		LG	Isu303hv3	1e1m04ja	2022
FS#3-23 01 19-RTU1	Package HVAC Unit - Gas	Fire Station #3	Fire Stations	Roof	Roof	1st Floor (Zoned)	4 Ton	Carrier	48TCDQ08A2AS0A0A0	3811G500272	2011
FS#3-23 01 19-RTU2	Package HVAC Unit - Gas	Fire Station #3	Fire Stations	Roof	Roof	Dorms	5 Ton	KP	RGS060HLCADAAAA	C145253702	2014
FS#3-23 01 19-RTU3	Package HVAC Unit - Gas	Fire Station #3	Fire Stations	Roof	Roof	Gym	3 Ton	KP	RGD036HLCADAAAA	C164189654	2016
FS#3-23 02 39-UH1	Heating Unit - Gas	Fire Station #3	Fire Stations	1st Floor	Garage	Garage (North-east)	160,000 BTU	Reznor	XA-200	EV1933N725	1971
FS#3-23 02 39-UH2	Heating Unit - Gas	Fire Station #3	Fire Stations	1st Floor	Garage	Garage(South-west)	160,000 BTU	Reznor	XA-200	EV1933N726	1971
FS#3-26 13 13-CU1	Mini-Split Condenser	Fire Station #3	Fire Stations	Roof	Roof	Paramedic Dorm	1.5 Ton	Fujitsu	AOU1ERLUFZ	L7N059687	2010
FS#3-26 13 13-CU2	Mini-Split System A/C Condenser	Fire Station #3	Fire Stations	Roof	Roof	2nd Floor Firefighter office	34,000 BTU	Carrier	25HHA42A300	0815X72183	2019
FS#3-26 13 13-FCU1	Mini-Split System A/C Fan Coil Unit	Fire Station #3	Fire Stations	2nd Floor	Paramedic Dorm	Paramedic Dorm	1.5 Ton	Fujitsu	ASU1BRLF	KSAL22135	2010
FS#3-26 13 13-FCU2	Mini-Split System A/C Fan Coil Unit	Fire Station #3	Fire Stations	2nd Floor	Firefighter Office	2nd Floor Firefighter office	34,000 BTU	Carrier	48NXC083AC-3	3417V00291	2017
FS#4-23 01 26-SSAC1	Split System A/C with Furnace	Fire Station #4	Fire Stations	Roof / 1st Floor	Exterior Closet / Roof	1st Floor Rooms	3 Ton	Day & Night	N4A33A08200	E123802885	2012
FS#4-23 01 26-SSAC2	Split System A/C with Furnace	Fire Station #4	Fire Stations	Roof / 2nd Floor	Mech Closet / Roof	2nd Floor	3 Ton	Day & Night	N4A360GHC300	E141821472	2014
FS#4-23 02 39-UH	Heating Unit	Fire Station #4	Fire Stations	1st Floor	Bays	Bays		Sterling - Enerpac CV2			1994
FS#5-23 02 39-12	Split System Heat Pump	Fire Station #5	Fire Stations	Locker Room / Roof	Locker Room	Locker Room	1.5 Ton	Carrier	FX40NFD19L00EBAA	2818F99522	2018
FS#5-23 02 39-11	Split System Heat Pump	Fire Station #5	Fire Stations	Locker Room / Roof	Locker Room	Locker Room	1.5 Ton	Carrier	25HHA418A300	0415X81724	
FS#5-23 02 39-14	Split System Heat Pump	Fire Station #5	Fire Stations	1st / Roof				Carrier			
FS#5-23 02 39-21	Split System Heat Pump	Fire Station #5	Fire Stations	1st / Roof			4 Ton	Carrier	25HHA424A300	1818XB3946	
FS#5-23 02 39-22	Split System Heat Pump	Fire Station #5	Fire Stations	1st / Roof			2 Ton	Carrier	25HHA449A300		
FS#5-23 02 39-23	Split System Heat Pump	Fire Station #5	Fire Stations	1st / Roof			1.5 Ton	Carrier			
FS#5-23 02 39-24	Split System Heat Pump	Fire Station #5	Fire Stations	1st / Roof			3 Ton	Carrier			
FS#6-23 01 26-SSAC	Split System A/C with Furnace	Fire Station #6	Fire Stations	1st Floor / Grounds	Laundry Area / Back Parking	Fire Station	4 Ton	American Standard	4A7A4043L1000AA / TG2K648D17582505AP	17504N883F / 7117K23191	2017
FS#7-23 01 19-AC1	Package HVAC Unit	Fire Station #7	Fire Stations	Roof	South Roof	South spaces	5 Ton	Carrier	4B4L005—551HV	0807G30900	2007
FS#7-23 01 19-AC2	Package HVAC Unit	Fire Station #7	Fire Stations	Roof	North Roof	Lockers and dorms	5 Ton	Carrier			2007
FS#7-23 01 26-FC/SAC1	Split System A/C	Fire Station #7	Fire Stations	Roof	North Roof	Server Room	1.5 Ton	Dalün	RXN19NMVUJ	G009973	2016
FS#7-23 02 39-FC/SHP1	Split System Heat Pump	Fire Station #7	Fire Stations	Roof	North Roof	Workout	5 Ton	Carrier	25HCR330A0030010	0507E18551	2007
FS#7-23 02 39-FC/SHP2	Split System Heat Pump	Fire Station #7	Fire Stations	Roof	North Roof	Office	5 Ton	Carrier	25HCR330A0030010	0507E18517	2007
FS#7-23 02 39-FC/SHP3	Split System Heat Pump	Fire Station #7	Fire Stations	Roof	South Roof	Training	7.5 Ton	Day & Night	CHS091HAA0A00AA	C171390602	2017
FS#8-23 01 26-FA/CU1	Split System A/C with Furnace	Fire Station #8	Fire Stations	Grounds	Outside Generator Room	SE Wing	3 Ton	Lennox	C22-41-FC-TXV-2 / H525-411-1P	5895862213 / 5895L 25239	1996
FS#8-23 01 26-FA/CU2	Split System A/C with Furnace	Fire Station #8	Fire Stations	Grounds	Outside Generator Room	SE Wing	3 Ton	Lennox	C22-41-FC-TXV-2 / H525-411-1P	5895862211 / 5895L 25317	1996
FS#8-23 01 26-FAF3 / CU3	Split System A/C with Furnace	Fire Station #8	Fire Stations	Grounds	Outside Generator Room	NW Wing	3 Ton	Goodman	C22-41-FC-TXV-2 / GSC130361GA	5895862207 / 1205162730	2012
FS#8-23 02 39-UH1	Heating Unit - Gas	Fire Station #8	Fire Stations	Bays				Reznor			
FS#8-23 02 39-UH2	Heating Unit - Gas	Fire Station #8	Fire Stations	Bays				Reznor			
CDM LGHQ-23 34 16-	Supply Fan	Lifeguard Headquarters (CDM)	Fire Stations								
LGHQ-23 01 19-PU	Package HVAC Unit	Lifeguard Headquarters (Newport Pier)	Fire Stations	1st Floor	Gym Area	Locker Room		Reznor			2014
LGHQ-23 01 19-RTU	Package HVAC Unit - Gas	Lifeguard Headquarters (Newport Pier)	Fire Stations	Roof	Roof	Training Room	5 Ton	carrier	50vr-160-3		2023
LGHQ-23 01 26-SSAC1	Split System A/C with Furnace	Lifeguard Headquarters (Newport Pier)	Fire Stations	Roof	Roof	Kitchen, W Locker Rm, Offices	5 Ton	carrier	50 vr performance silualstic 726		2024
LGHQ-23 01 26-SSAC2	Split System A/C with Furnace	Lifeguard Headquarters (Newport Pier)	Fire Stations	Roof	Roof		2 Ton	Day & Night / Day & Nigh	N3M5L0902120A / N2A560GKC101	A163217227 / E164602432	2014
LGHQ-23 02 39-UH	Heating Unit - Infrared	Lifeguard Headquarters (Newport Pier)	Fire Stations					Solaronics			2014
JR Lifeguard HQ		Jr Lifeguard HQ (Balboa Pier)	Fire Stations	Roof	Roof						2024
JR Lifeguard HQ		Jr Lifeguard HQ (Balboa Pier)	Fire Stations	Roof	Roof						2024





June 23, 2024

City of Newport Beach, California  
592 Superior Ave, Building A  
RFP 24-73 On-Call Maintenance and Repair Services City wide  
Due June 25, 2024, before 3PM

Attention: Kyle Brodowski, Superintendent  
kbrodowski@newportbeachca.gov

Harbor Pointe Air Conditioning & Control Systems, Inc., located at 720 South Richfield Road, Placentia, CA 92870 is pleased to submit our quote for HVAC System Repair and Maintenance Services for the City of Newport Beach. Our office phone number is 657-275-9188, which also provides access to our on-call after hours services.

The objective outlined in the scope of work includes maintaining, repairing and documentation of the HVAC assets of the City of Newport Beach, following procedures, notifying Facilities Management of repairs for authorization, or quoted proposals, as well as recommending repair verses replacement based on equipment's overall conditions and industry changes, all while staying within operating budgets.

Maintenance is performed under the City's guidelines included in the scope of work provided, industry standards, manufacturer's guidelines, and Harbor Pointe's standards of excellence. Within HVAC maintenance, we have found it necessary to analyze both the interior and exterior environmental aspects of the building to provide a comfortable environment with healthy air. Some of the simplest aspects of maintenance such as changing the filter each quarter and the belts annually is just the beginning of maintenance during the warmer months. Clearing rooftop drain lines to the ground floor drain, cleaning coils each visit, and to truly inspect the air conditioning cycle components as well as electrical and mechanical components is needed to meet the demands of the equipment. Quarterly maintenance is to visually inspect, run check, tighten belts, secure loose or exposed wires, and tighten or replace screws. Knowing the machine is part of Harbor Pointe's commitment to serving its clients. Every effort is made to address a potential problem with attention to detail, identifying a minor repair before it becomes a major expense. All company personnel understand that providing a thorough inspection of every hvac unit is vital to keep repairs to a minimum.

As service calls do occur, the calls are acknowledged by our office for dispatch to a service mechanic working locally. Facility Management can expect to be informed throughout the entire repair process; this includes mechanics arrival, initial findings, providing a quote, and job completion. Harbor Pointe does its best to minimize the down time by responding within four hours. Emergency calls are within two hours. If the call is received late in the day, an evaluation of outside air temperatures and approvals to respond will be requested. We understand a fire station is also a residence for the firefighters on duty, so comfort is always needed, and we respond 24/7/365. Upon arrival we check in with the captain, gather further information and proceed to inspect the equipment for the services needed. Harbor Pointe works for its clients in the service of others.

Harbor Pointe holds a C-20, C-38, and C-4 license with the state of California. We are celebrating 35 years in business as a trusted business in the HVAC industry providing Service, Installations, Energy Management, Retrofitting, and Maintenance within the industry. Our success is through building professional relationships with integrity and our responsiveness tailored to the individual needs of each client. Our mechanics receive their education through Union Local 250 Steam-Refrigeration-Air Conditioning-Pipe Fitters. We are a prevailing wage corporation registered with the DIR as well as Disabled Veteran Business Enterprise, and Minority Business Enterprise. As a business oriented

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towards serving others, we regard the mechanics on our team as the most important asset. We strongly encourage continual education either through the union, a manufacturer, or technical certification classes to stay current on the changing technology within the industry. We perform all work, we do not sub-contract our work. Harbor Pointe has experienced little turnover in the years. Our Senior Mechanics have been with Harbor Pointe for more than fifteen years. We strive to provide a healthy work environment and value each member of the organization.

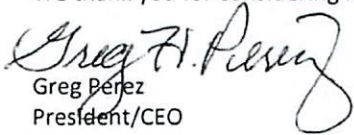
Harbor Pointe primarily services commercial, medical, institutional and municipal buildings. We have expertise in large systems including Central Plant Chiller operations and Control Systems. Our Service Department is computerized for dispatch, equipment history and maintenance schedules on each piece of equipment. We serve local, state and federal government agencies. Prevailing wages, certified payroll, safety compliance, and background checks are a part of our everyday business.

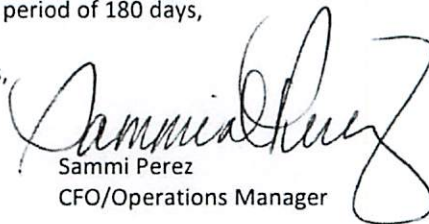
Response is what to expect from Harbor Pointe. Our team responds quickly and effectively, ensuring client comfort, quality and fair pricing are the primary goals we strive for each day. Our maintenance and service managers work with each facility in tailoring and implementing their maintenance program to increase efficiency and extend the life of the equipment. Our Installation department manages both new and retrofit installations from start to finish with professionalism and prompt completion of each job. We also offer alternate support such as water treatment, piping insulation and rental of portable air conditioning equipment from one ton to temporary chillers.

Harbor Pointe provides safe working conditions for all employees and promotes safety awareness at all levels. Harbor Pointe recognizes its responsibility to offer a place of employment safe for all employees, to provide safety devices and equipment, mechanical safeguards and to maintain and enforce a program to fulfill this responsibility. Harbor Pointe carries liability and workers compensation and pollution insurance that meets or exceeds the requirements.

Harbor Pointe understands the Request for Proposal is valid for a period of 180 days,

We thank you for considering Harbor Pointe for your HVAC needs,

  
Greg Perez  
President/CEO

  
Sammi Perez  
CFO/Operations Manager



## Background

Thirty-five years ago, Harbor Pointe began with three Service Agreements and a background in Institutional HVAC controls, having been employed by the HVAC industry leaders of the day: Honeywell, Barber Coleman and MCC Powers as well as experience in HVAC problem solving dating back to 1974. We have steadily grown each year to twelve dedicated employees who value our clients as much as we do and approximately 150 accounts where we service and maintain HVAC and Refrigeration equipment. We specialize in institutional, municipal, and commercial facilities.

From the beginning, Harbor Pointe's employees were Union trained but it was not until 2007, we rejoined the Union to provide our younger mechanics with further education and skills we felt they could only receive as graduates of the union apprenticeship and journeyman programs.

Harbor Pointe has worked in all facets of the HVAC industry. We are trained and certified in controls from Pneumatics, Carrier VVT and on into the modern era of Metasys and Pelican control systems. We are problem solvers dedicated to our client's comfort and their building operations while maintaining the awareness to being cost effective and budget minded.

## Work Plan

Harbor Pointe takes the maintenance guidelines that are in the scope of work provided and implements these requirements into the work orders generated for the scheduled Maintenance. We utilize off season scheduling to perform annuals on equipment: Late Winter/Early Spring HVAC Annuals including belt changes and coil cleaning assist in efficiency and prolonged life.

Understanding and providing tracking notification movement within a multi-location operation such as a city provides Facilities Management the awareness of the contractor's presence at the various buildings. The fire stations are treated as a residential service call, the firefighters want that residential respect given to the stations with regards to knowing who to expect in their fire house and what service is being provided.

Maintenance schedules will be provided in advance to Facilities Management to inform onsite representatives of pending work scheduled to take place. We will also call/email ahead of the mechanic to provide awareness of Harbor Pointe's pending presence. Should fire station personnel be out on a call, arrangements can be made for rescheduling should it be determined by Facilities Management when contacted.

When calls for repair service are placed, we notify all involved in the request for service of our movement towards them. Upon arrival, we check in with on-site representative or Facilities personnel and review the call for service. At times, we need to speak with the person making the request to have a clear picture of what was experienced and noted in the mechanics work order. Harbor Pointe inspects the unit or area involved then contacts Facility Management with our findings. We quote repairs as required and proceed with repairs once approvals are received. We keep the Facilities Manager advised of the repair status. Upon completion, a written report is provided at check out with personnel for signatures. Any additional findings are reported to Facilities Management as required.

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### **Approach and Strategy**

Harbor Pointe's approach is to follow the professional protocol specific by the City of Newport Beach's standards and guidelines set forth in the scope of work as well as industry standard for maintenance, service call repairs, and installations. We are prepared with a qualified team who provide outstanding service. Our goals start with communication. Our service procedures begin with the point of contact at Facilities Management. Mechanics are notified and review equipment notes. There is further communication after inspection of equipment in order to provide cost effective solutions with professional repairs or installations. The same communication is provided during maintenance care procedures to minimize mechanical failures. Service is written up and briefly reviewed with the onsite personnel in order to close the job with signatures. We utilize computerized service orders so that clients who are not on-site can have service orders emailed to them for review. Once complete, service orders are processed and invoiced in the office.

We understand the need to exercise all efforts to minimize interference with regards to our services being performed and the normal activities of the city facility. We report to Facilities Management, and we act under their authorization to proceed. Should there be questions regarding services from other city personnel, we will pass the information back to Facilities Management and await their direction with how we are to respond. At all times the city's chain of command is respected. We understand that maintenance services are to be performed during regular business hours of the city unless specified.

Maintenance and inspections are performed every thirty or ninety days as stated in the RFP in accordance with industry standards and manufacturer's specifications. Belts are inspected and tightened each quarter and replaced in the spring or as needed. Coil cleaning is scheduled each visit to increase the efficiency of the machinery and reduce salt build up on the equipment. A schedule of maintenance routes will be provided for review and approval. The City of Newport Beach will be assigned a team of seven mechanics to work together on the equipment. Our mechanics have the experience required to execute the prescribe tasks and make necessary recommendations for all repairs. Harbor Pointe's personnel are well trained in controls and all aspects of HVAC to serve their clients.

### **HVAC Maintenance**

Maintenance is more than filters and inspection. It is a proactive response to preventing downtime in all instances of application in reference to comfort, equipment, processing, and product cooling. It is during maintenance that items of concern are notated and can be addressed before a potential failure occurs. Unit components, operations and functions are tested and inspected, visuals for oil, refrigerant leaks, potential leaks/clogs are also noted and followed up at that time with Facilities Management for further service approval. Harbor Pointe Mechanics with five or more years of experience perform the maintenance. They will address the issues found upon approval, eliminating many of the service calls for equipment at all facilities. We eliminate the corporate idea of sending another mechanic out for further diagnostic and repair which adds to costs and delays.

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#### **Service Calls/GPS Tracking**

Service calls are received by phone or by e-mail depending on the client. The office takes information from the client, enters it into the computer and dispatches the mechanic to respond. Daily, we have service mechanics whose workload is structured for service call responses within two hours. We have utilized computer GPS tracking for almost twenty years to give a quick visual on all mechanics location and movements throughout the day.

#### **Emergency Response**

Whether before, during or after hours, a call placed to Harbor Pointe is responded to immediately. The closest Mechanic is notified through a computerized dispatch and receives a follow up call with additional information and confirmation of arrival. The client is contacted with confirmation that the mechanic will be arriving usually within the hour. Depending on the situation, additional mechanics are notified and are on stand-by in case they are needed to assist.

Some of our clients prefer to call directly to the mechanics in emergency situations. The mechanic contacts the office for clearance to respond or to assign another mechanic if they are not able to clear their present job. We want our clients to feel we are here for them.

#### **On-Call After Hours Response Time**

Our on-call response time is under two hours. The mechanics take their On-Call rotation seriously and arrange their evenings and weekends to be noncommittal in their off hours. To support our clients during the peak seasonal fluctuations we add additional mechanics to the rotation. As excessive temperatures dictate, office staff will come in on weekends or stay late to ensure calls receive our personal care.

#### **Availability**

Harbor Pointe is available 24/7/365. Our Mechanics start their day at 7 a.m. depending on the work for the day or as late as 9 a.m. to cover late service calls. The office opens at 8:00 a.m. unless weather conditions warrant the staff to be onsite earlier or stay past 5 p.m.

#### **Quality Assurance**

Quality Assurance is approached two ways. First, Harbor Pointe's senior mechanics and owners will periodically inspect job sites in the course of their day. Secondly, maintenance routes are periodically changed so that fellow mechanics are checking on one another. Quality assurance includes communication with the client, inspecting work performed, a clean work area and service report documentation.

#### **Warranty and Guarantees for Services Provided**

Harbor Pointe wants our clients to be completely satisfied with our services. We stand by our work. We warranty our labor on small repairs items for 90 days, and compressor or motor replacements and installations for one year.

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Harbor Pointe's warranty for parts is the manufacturer's warranty. Compressors and motors are at least one year while some compressors will be up to five years. New installs are warranted for a year on parts and labor. Extended warranties are available at the time of installation as well.

We know how important the HVAC is in any business setting. Should there be any questions as to the warranty from the manufacturer, we will always return the client to full operations with complete satisfaction and handle all issues with the Manufacturer. An operating system is the primary goal. Your satisfaction and the quality of our work is what matters to us.

#### **General Requirements**

Harbor Pointe can meet and exceeds in all the performance, service, repair, and technical requirements. We have included in this proposal the resumes of the mechanic that would be addressing the daily needs of the City of Newport Beach. Our vehicles bear our logo. The mechanics are dressed in professional button-down shirts with the Harbor Pointe logo and their name above the pocket. Harbor Pointe works with the City in order to fully serve the needs of each building and critical areas within the buildings.

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# **EXHIBIT B**

## **SCHEDULE OF BILLING RATES**

**Section 1: Monthly/Quarterly Preventative  
Maintenance Pricing**

CITY FACILITY	ADDRESS	COST FOR MONTHLY MAINTENANCE	COST FOR QUARTERLY MAINTENANCE	TOTAL ANNUAL MAINTENANCE COST
Corporation Yard	592 Superior Ave		\$ 1661.52	\$ 6,646.08
Utilities Yard	949 W. 16 <sup>th</sup> St		\$ 2452.72	\$ 9,810.88
Back Bay Science	600 Shellmaker Rd		\$ 632.96	\$ 2,531.84
Police Dept. HQ	870 Santa Barbara Ave		\$ 2452.72	\$ 9,810.88
Animal Shelter	20282 Riverside Dr		\$ 316.48	\$ 1,265.92
Fire Station # 1	110 E Balboa Blvd		\$ 79.12	\$ 316.48
Fire Station # 2	2807 Newport Blvd	\$ 474.72		\$ 5,696.64
Fire Station # 3	868 Santa Barbara Dr		\$ 712.08	\$ 2,848.32
Fire Station # 4	124 Marine Ave		\$ 237.36	\$ 949.44
Fire Station # 5	410 Marigold Ave		\$ 553.84	\$ 2,215.36
Fire Station # 6	1348 Irvine Ave		\$ 79.12	\$ 316.48
Fire Station # 7	20401 SW Acacia St		\$ 474.72	\$ 1,898.88
Fire Station # 8	6502 Ridge Park Rd		\$ 395.60	\$ 1,582.40
Lifeguard HQ	70 Newport Pier	\$ 395.60		\$ 4,747.20
Jr Lifeguard Building	901 East Ocean Front	\$ 158.24		\$ 1,898.88
CDM Lifeguard HQ	3029 Ocean Blvd	\$ 79.12		\$ 949.44
	<b>Total for all Facilities</b>	\$ 1,107.68	\$ 10,048.24	\$ 53,485.12



**Section 2: On-Call Repair Services Pricing**

*\*For purposes of the project costs score, on-call will be estimated at 100 hours annually*

UNIT	MINIMUM HOURS	COST
Labor Charge	<u>1</u> Hours	\$ <u>139</u> Per Hour
<b>After Hours Labor</b> <i>(To be used for work performed after 4:30 PM Monday – Thursday, after 3:30 PM on Fridays, and all of Sat., Sun., and holidays.</i>	<u>2</u> Hours	\$ <u>208.50</u> Per Hour
<b>Replacement Equipment, Parts, Materials, and Equipment Rentals Markup %</b> (Maximum 15%)	<u>15</u> %	

CPI ADJUSTMENT: Billing rates may be given up to a 2% annual CPI increase upon the first anniversary of the contract and each anniversary thereafter. The City intends to award a five (5) year agreement term, subject to City Council approval.

**Sample Project:** See sample project attachment.

**Other Costs:** In the space below, please indicate if other costs/services may be associated with providing the requested services in this RFP that are not included in the tables above. The costs provided in this section **may be** used to assist in the determination of the contract award. If the "Yes" box is checked, separate page(s) must be attached as part of the Cost File.

Yes

No

## EXHIBIT C

### INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.

- A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

- B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of

insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
  
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
  
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**EXHIBIT D**

**CITY OF NEWPORT BEACH  
BOND NO. \_\_\_\_\_  
LABOR AND MATERIALS PAYMENT BOND**

WHEREAS, the City of Newport Beach, State of California, has awarded to Harbor Pointe Air Conditioning & Control Systems, Inc. hereinafter designated as the "Principal," an agreement for maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, \_\_\_\_\_ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of \_\_\_\_\_ Dollars (\_\_\_\_\_), lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Aaron C. Harp  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE  
ATTACHED**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_,

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 signatures(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

(seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_,

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(seal)



**EXHIBIT E**

**CITY OF NEWPORT BEACH  
BOND NO. \_\_\_\_\_  
FAITHFUL PERFORMANCE BOND**

The premium charges on this Bond is \$ \_\_\_\_\_, being at the rate of \$ \_\_\_\_\_ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to Harbor Pointe Air Conditioning & Control Systems, Inc. hereinafter designated as the "Principal," an agreement for On-Call HVAC Maintenance and Repair Services Citywide, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, We the undersigned Principal, and, \_\_\_\_\_ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of \_\_\_\_\_ Dollars (\_\_\_\_\_), lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed

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Harbor Pointe Air Conditioning & Control Systems, Inc.

thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Telephone

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Aaron C. Harp  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF  
CONTRACTOR AND SURETY MUST BE ATTACHED**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_,

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 signatures(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

(seal)

**ACKNOWLEDGMENT**

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State of California

County of \_\_\_\_\_ } ss.

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Signature

(seal)