

**AGREEMENT TO PROVIDE ON-CALL HVAC  
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 17th day of August, 2021 by and between Allison Mechanical, Inc. ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. On April 8, 2021, the City issued Request for Proposal No. 21-033, by which it sought a qualified contractor to provide on-call HVAC maintenance and repair services for the Water Resources Division of the City's Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-033.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City's sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-033, which is attached as Exhibit A and incorporated in full, and as further described in Contractor's Proposal, which is attached as Exhibit B and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Contractor is one of three (3) contractors selected to provide services on an on-call basis under RFP 21-033. The total annual compensation for services provided by all contractors selected under RFP No. 21-033 shall not exceed the shared aggregate amount of one hundred thousand dollars and zero cents (\$100,000).
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on August 16, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to

Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
  - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

- (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by contractor, without thirty (30) days prior written notice to the City.
  - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work 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 the 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 the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax 714- 647-6956

Executive Director  
Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702

To Contractor: Allison Mechanical, Inc.  
1968 Essex Court  
Redlands, CA 92373-8008  
Attn: Mark Allison, Vice-President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without

the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **18. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **19. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## 20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## 21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

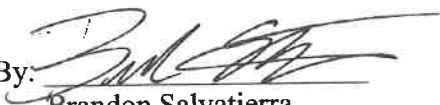
**CITY OF SANTA ANA**


\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONTRACTOR**

By:   
Brandon Salvatierra  
Deputy City Attorney

  
Name: Don Allison  
Title: President

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Nabil Saba, PE  
Executive Director  
Public Works Agency



## **EXHIBIT A**

**CITY OF SANTA ANA**  
**RFP NO.: 21-033**  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

**Appendix**  
**ATTACHMENT 1: SCOPE OF WORK**

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

**SCOPE OF WORK**

**Introduction and Background:**

**The City of Santa Ana Public Works Agency Water Resources Division is soliciting proposals from qualified firms to provide on-call heating, ventilation, and air conditioning (HVAC) repair services and preventative maintenance on an as-needed basis.**

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles and a population over 343,000 people. The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system has an average day demand of about 43 million gallons (MG) with 45,000 services. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones. The Water Resources Division currently operates and maintains eleven (11) air conditioning units throughout their jurisdiction.

**Description of Work:**

The City of Santa Ana is requesting proposals for the purpose of providing on call maintenance repair services on the HVAC units defined in **Table A: City of Santa Ana Air Conditioning Units**.

All requested HVAC maintenance and repair services shall be provided in accordance with the highest standards of the industry, skill, workmanship, and applicable trade practices. All requested services are to be compliant with all Federal, State, California Air Resources Board (CARB), Air Quality Management District (AQMD), Occupational Safety and Health Administration (OSHA) and all other applicable regulatory requirements.

This project consists of furnishing all materials, equipment, labor, supervision, and transportation necessary to provide HVAC preventative maintenance and repair services at locations listed and described herein. All parts, repairs and/or fluid changing must be done with parts and fluids that meet or exceeds the manufacturer's specifications and requirements. All replacement parts shall be new. All parts should be of original equipment manufacturer (OEM); substitutions will be permitted only with prior authorization from the City. All work done on HVAC systems will carry a one-year warranty on parts. The Contractor shall properly dispose of used oil, fluids, and filters generated by its services, leaving the job site environmentally clean.

All testing and maintenance services should be scheduled in advance with the City of Santa Ana. The Contractor shall maintain service records on all maintenance and repairs and shall provide a copy of the service records to the City of Santa Ana.

Contractor must be able to respond to City's request for emergency repair work on a timely manner. **The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within four (4) hours.**

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**Contractor's repair crews must be able to arrive at job site within four (4) hours of approval from the City to commence work. Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday).** Anytime outside of business hours of operation may be considered after hours/weekends. The Contractor shall perform additional work as authorized. Such work will be based on rates for field services as listed herein.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

The Contractor shall maintain and repair existing equipment, as listed in **Table A: City of Santa Ana Air Conditioning Units**; equipment may be added or removed as required.

**Table A. City of Santa Ana Air Conditioning Units**

AC #	Site	Address	Manufacturer	Model No	Serial No
#1	Control Room	220 S Daisy Ave, Santa Ana CA 92703	Fujitsu	ASU36RLXB	FTA004841
#2	East Station	1730 S Santa Fe, Santa Ana CA 92705	Fujitsu	AOU18RLXFW	KSN 008033
#3	Segerstrom Lift Station	2903 S Bristol St, Santa Ana CA 92704	Hoffman	G520816G050	18023251-31-A
#4	Walnut Station (Electrical Room)	723 W Walnut St, Santa Ana CA 92701	Mitsubishi	PUZ-A36NKA7	81U07568B
#5	Walnut Station (Server Room)	723 W Walnut St, Santa Ana CA 92701	Mitsubishi	PUZ-A24NHA7	81U10210B
#6	Walnut Station (Shop)	723 W Walnut St, Santa Ana CA 92701	York	PHE4B6041	W1K8197261
#7	Well 35	1718 N Sydney St, Santa Ana CA 92706	Goodman Company, LP	GSX160241FD	1602044922
#8	Well 37	2007 W McFadden Ave, Santa Ana CA 92704	Goodman Company, LP	SSX160241BB	1206645640
#9	Well 40	1753 E Fruit St, Santa Ana CA 92701	Pfannenberger Manf. LLC	DTS 3461	S19110826993
#10	Well 41	907 3/4 N Flower St, Santa Ana CA 92703	Goodman Company, LP	SSX160241BB	1303138611
#11	West Station	201 S Mountain View, Santa Ana CA 92704	Carrier Corporation	50TCQD08A2A6A0A0A0	1610G10616

**Contractor Responsibilities:**

**CITY OF SANTA ANA**  
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**I. HVAC PREVENTATIVE MAINTENANCE SERVICES**

The Contractor shall perform preventive maintenance on bi-annual basis in accordance with equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. The Contractor will also provide recommendations for additional service(s) that will better enhance equipment performance.

At a minimum, Contractor shall perform the following preventative maintenance tasks and perform a resistive load bank test. These tasks are designed to maintain the equipment in an optimum operating condition so that the equipment will operate reliably and efficiently.

**A. AIR CONDITIONING UNITS MAINTENANCE**

1. Check all electrical wiring and connection as required; tighten as required.
2. Check and replace filters as required.
3. Check starter contactor surfaces for wear.
4. Check compressor amps and record.
5. Check sight glass for moisture level.
6. Check operation of crankcase heater.
7. Check and lubricate condenser fan motor and fan bearings.
8. Check condition of condenser coil and clean.
9. Check belts for wear and replace per manufacturer's recommendations.
10. Check and adjust compressor capacity controls.
11. Lubricate indoor fan motor and bearings.
12. Check humidifier for proper operation and observe for humidity levels.
13. Inspect for dust, mold, and debris and clean.
14. Check refrigerant charge and for leaks.
15. Check and inspect cabinets for leaks and check cabinet door for secure closure.
16. Replace batteries bi-annually.
17. Test thermostats and controls for proper operation; temperatures and timer functions.

**B. AIR DUCT MAINTENANCE**

1. Inspect unit assembly.
2. Visually inspect air duct system.

**C. EXHAUST FAN MAINTENANCE**

1. Check all electrical wiring and connections.
2. Check all motor starter contactor surfaces for wear.
3. Clean starter and electrical control enclosure.
4. Lubricate bearings.
5. Check belts for wear and replace per manufacturer's recommendations.
6. Check belt tension and sheave alignment and adjust as required.
7. Inspect exhaust fan unit assembly.
8. Check all mounting hardware and tighten as required.

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All service shall be in accordance with a program of standards as recommended by equipment manufacturers' recommendations. The Contractor shall immediately notify City personnel of conditions that do not conform to applicable codes and/or pose a safety hazard.

Within five (5) business days of completing maintenance services on the City's HVAC units, the Contractor shall provide a service report to the City of Santa Ana. The Contractor shall state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement.

**II. ON CALL DIAGNOSTIC AND REPAIR SERVICES**

The Contractor shall provide HVAC unit diagnostic and repair services for all listed City units and other locations on an as needed basis. The Contractor shall charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours. Any repair service above and beyond preventative maintenance will require an estimate being submitted to the City. The City's prior approval is required before any work is performed by the Contractor.

All replacement parts shall be new. All parts should be of original equipment manufacturer (OEM); substitutions will be permitted only with prior authorization from the City. All work done on HVAC systems will carry a one-year warranty on parts.

After all diagnostic and repair services, a report is to be completed by the Contractor's technician and the report is to be provided to City personnel upon completion of the request.

**III. EMERGENCY ON CALL REPAIR SERVICE**

In the event of an HVAC failure or malfunction, the Contractor shall provide emergency on-call repair services within four (4) hours of receiving the call.

The Contractor's service technician is required to be on site and commence work within four (4) hours of initial contact if deemed by the City to be an emergency. The response time may be waived by the City if service can wait to be performed during Contractor's normal business hours.

**IV. VALUE ADDED RELATED SERVICES**

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

**V. PROJECT MANAGEMENT & COORDINATION**

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated project manager. The Contractor shall not proceed with any work without the approval of the City's designated project manager.

Contractors shall invoice the City on a monthly basis for all work performed during the period or

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provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, results and progress on long-term tasks if any.

**VI. SCHEDULING**

Contractor shall coordinate all scheduled services at least five (5) business days in advance with:

Juan Ramirez  
Water Resources Production Supervisor  
(714) 356-7244  
[jramirez@santa-ana.org](mailto:jramirez@santa-ana.org)

Any activity carried out by the Contractor that requires either taking an HVAC unit offline for testing or repairs, requires prior approval from the City of Santa Ana.

**VII. MINIMUM QUALIFICATIONS**

The Contractor shall meet the following minimum qualifications:

1. All work is to be performed in compliance with all applicable codes, standards, due care, and MIOSHA/OSHA safety requirements.
2. Contractor shall hold current C10 Electrical Contractor's License and C20 HVAC Contractor's License.
3. Contractor shall provide HVAC employees that possess a State of California Joint Journeyman Apprentice Training Center Certification; Automation Specialists that are continually factory trained on Automation System.
4. Provide Technical support from the manufacturer upon request from the City.
5. Contractor shall provide emergency access 24 hours a day, 7 days a week.

**VIII. FEE SCHEDULE:**

Contractor shall submit a fee schedule as described in Section IV.B.3 of RFP. Furthermore, Contractor shall submit additional labor, material and rental equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment, rentals, and materials. The Contractor will be expected to hold firm pricing on all contract items supplied for the duration of the contract. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

## **EXHIBIT B**





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1968 Essex Court, Redlands, CA 92373-8008 909) 478-5633 • FAX (909) 478-5637

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April 28, 2021

City of Santa Ana  
Public Works Agency  
220 S. Daisy Avenue, Bldg A  
Santa Ana, CA 92703

Re: Proposal for ON-CALL HVAC Maintenance and Repair Services

Dear Sir/Madam:

Enclosed herewith for your review and consideration is Allison Mechanical, Inc.'s proposal responsive to the above-referenced RFP.

Allison Mechanical, Inc. was established in June of 1993 as a California Corporation and is located at 1968 Essex Court, Redlands, CA 92373. Our telephone number is (909) 478-5633 and our fax number is (909) 478-5637.

We specialize in servicing and maintaining commercial and industrial air conditioning, ventilating and refrigeration equipment. From a four-man crew in 1993 the Company has grown to over 50 employees and over fifteen million dollars in revenue per year. Our Company can perform service repair reminiscent of the 1970's such as compressor overhaul, refrigerant piping, pump repair, etc. as well as today's "state of the art" DDC controls, screw compressor service, unit integral electronic control panels, variable frequency drives and much more. This is a unique and rare combination of skills and experience that put Allison Mechanical, Inc. in a class of its own. We are an authorized dealer for Turbocor® oil free, frictionless, VFD controlled compressors, the most innovative product to hit our industry in decades. We excel in problem solving and our highly qualified technicians provide you with over 400 cumulative years of field experience.

Allison Mechanical, Inc. is qualified, committed and prepared to provide on-call HVAC maintenance and repair services for the City of Santa Ana with the highest level of workmanship, ethical responsibility, responsiveness, and expertise.

City of Santa Ana  
Re: Proposal – ON-CALL HVAC Maintenance  
and Repair Services  
April 28, 2021  
Page -2-

Should you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

ALLISON MECHANICAL, INC.

A handwritten signature in dark ink, appearing to read 'Mark Allison', written in a cursive style.

Mark Allison  
Vice-President/Secretary

**CITY OF SANTA ANA**  
**RFP NO.: 21-033**  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

**APPENDIX**  
**ATTACHMENT 2: FEE PROPOSAL**

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the **ATTACHMENT 1: SCOPE OF WORK**. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.**

**Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.**

**FEE SCHEDULE**

The undersigned declares that he/she has carefully examined the request for proposal, that he/she has examined the Proposed Scope of Services, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said Proposed Scope of Services, for the unit price(s) set forth in the following schedule:

Note: **This contract is subject to prevailing wages.**

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Allison Mechanical, Inc.

<u>Item #</u>	<u>Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
<b>Preventative Maintenance Services</b>				
1.	Control Room	EA	1	\$ <u>428.00</u>
2.	East Station	EA	1	\$ <u>428.00</u>
3.	Segerstrom Lift Station	EA	1	\$ <u>1,086.00</u>
4.	Walnut Station (Electrical Room)	EA	1	\$ <u>428.00</u>
5.	Walnut Station (Server Room)	EA	1	\$ <u>294.00</u>
6.	Walnut Station (Shop)	EA	1	\$ <u>388.00</u>
7.	Well 35	EA	1	\$ <u>520.00</u>

**CITY OF SANTA ANA**  
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8.	Well 37	EA	1	\$ 428.00
9.	Well 40	EA	1	\$ 1,194.00
10.	Well 41	EA	1	\$ 588.00
11.	West Station	EA	1	\$ 602.00
Total				\$ 6,384.00

**Contractor shall submit additional labor, material and rental equipment rates along with fee schedule.** Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials.

**BIDDER INFORMATION:**

Legal Company Name: Allison Mechanical, Inc.

Complete address: 1968 Essex Court, Redlands, CA 92373

Phone Number: 909/478-5633

Email Address: dallison@allison1.net

Authorized Signature: 

Name: Don Allison

Title: President

---

**Allison Mechanical, Inc. Hourly Rate Schedule**

<b>Title/Service</b>	<b>Hourly Rate</b>	<b>Description of Hourly Rate</b>	<b>Discount</b>
Mechanical Service	\$140.00	Straight Time	N/A
	\$210.00	Over Time	N/A
	\$280.00	Double Time	N/A
Automation Service	\$158.00	Straight Time	N/A
	\$237.00	Over Time	N/A
	\$316.00	Double Time	N/A
Fee: Truck Charge	\$ 70.00	Per Truck/Per Day on site	N/A
Incidental Supplies	\$15.00	Per Invoice	N/A
Equipment and Tool Rental	25% of cost	Per Call	N/A
Bond if applicable	1.8%	Per Bonded Job if Required	N/A
Mark-up	25% of cost	Per Invoice	N/A

**CITY OF SANTA ANA**  
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ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

State of California

County of \_\_\_\_\_

**SEE ATTACHED JURAT**

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Seal

# CALIFORNIA JURAT CERTIFICATE

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 San Bernardino

Subscribed and sworn to (or affirmed) before me on this 28th day of April  
20 21, by Don Allison\*\*\*\*\*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

  
\_\_\_\_\_  
Signature of Notary Public



(Notary Seal)

## OPTIONAL INFORMATION

*The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.*

### DESCRIPTION OF ATTACHED DOCUMENT

Non-Collusion Declaration  
(Title of document)

Number of Pages 2 (Including jurat)

Document Date None Stated

\*\*\*\*\*  
(Additional Information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual  
☐ Corporate Officer  
☐ Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Other: \_\_\_\_\_

**CITY OF SANTA ANA**  
**RFP NO.: 21-033**  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**


**NON-LOBBYING CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: Don Allison, President

Firm: Allison Mechanical, Inc.

Date: April 28, 2021



**CITY OF SANTA ANA**  
**RFP NO.: 21-033**  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

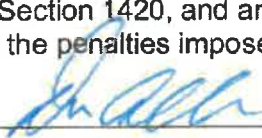
**NON-DISCRIMINATION CERTIFICATION**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

**CITY OF SANTA ANA**  
**RFP NO.: 21-033**  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: 

Title: Don Allison, President

Firm: Allison Mechanical, Inc.

Date: April 28, 2021

# STATEMENT OF QUALIFICATIONS

## **Agreement Statement**

Allison Mechanical, Inc. concurs with any and all provisions as contained in the standard agreement attached as Attachment 4, Standard Agreement in the Appendix of the RFP, except for using the term "Contractor" in lieu of "Consultant".

## **Firm and Team Experience**

Allison Mechanical, Inc. specializes in air conditioning, heating, ventilation, refrigeration, and energy management. The Company focuses on commercial and industrial clients and performs no residential work. Our highly qualified technicians provide you with over 400 cumulative years of field experience. All Journeyman are certified and continue education through their respective Locals and stay current in continuing education within the HVAC industry.

We provide prompt and reliable service. Our credentials include extensive training and subsequent certification on all major manufacturers of reciprocating, oil-less magnetic bearing chillers, centrifugal and screw compressors and chillers. We possess comprehensive systems expertise including:

Rooftop Packaged Equipment	Thermal Energy Storage
Built-up Installations	Pneumatic, Electric and Direct
Hydronic Heating and Cooling	Digital Control systems
DX Cooling	Energy Management Systems
New and Retrofit Construction	Authorized Turbocor Representative
Computer Rooms	Refrigeration
Reciprocating, Screw and Centrifugal Chillers	Vane Axial Fans
Compressed Air Systems	Variable Frequency Drives
Variable Air Volume	Process Cooling
Duct systems	Low Temperature Refrigeration

We at Allison Mechanical, Inc. have a commitment to excellence, which is second to none. We have the respect of our customers, vendors, and other contractors. Our commitment begins with our work ethic, is strengthened by our integrity, and is complemented by our continuous comprehensive training. Many of our team members are also instructors at UA Local 250 and 364 educating others to ensure the growth and future success of our local union members.

Allison Mechanical, Inc. has a broad understanding of the on call HVAC Maintenance and Repair Services in a municipal setting as outlined in the RFP.

Allison Mechanical, Inc.'s regional managers are experienced union trained HVAC professionals who once served as field technicians. All have gained their HVAC knowledge from union training and hands-on experience before making the transition to regional managers. This experience facilitates prompt and concise decisions to how best to serve our customers' HVAC needs.

Most of our technicians have participated in the United Association five-year apprenticeship hands-on training program taught by qualified industry leaders of UA Local 250 and local 364. The training of UA Local 250 and Local 364 members is considered among the best in the nation. In fact, our Journeypersons consistently enroll in continued education classes at the UA Training Centers, which help them to keep up on current industry changes, upgrades, certifications and general knowledge important to maintain the quality service one would expect from a qualified company.

Allison Mechanical, Inc. understands the highlights, key features and distinguishing points of the Proposal. We are pleased to provide our proposal to provide industry leading preventative maintenance and repair services to your facilities to maintain the equipment in order to prevent costly and disruptive equipment failures. It is our goal to keep your facilities operating at the highest level.

Our experience in providing the City's requested services to other Southern California municipalities provides a unique advantage for Allison Mechanical, Inc. in understanding the specific needs of the City of Santa Ana. Allison Mechanical, Inc. is qualified, trained and committed to the proper maintenance and rapid response necessary to reduce unnecessary equipment down time.

Our long history and experience servicing government offices provides first-hand insight to the demands on the City to provide ongoing services to its employees and members of the public it serves. We take pride in our ability to maintain the equipment to reduce down time and when an emergency arises, we respond by any means necessary to get your facilities up and running in the shortest time possible.

Allison Mechanical, Inc. plans to meet those needs by:

- Assigning a dedicated Project Manager who will ensure customer satisfaction at all times.
- Assigning a Service Manager who will facilitate repeated provision of services at every opportunity.
- Assigning a Service Supervisor who will work hand in hand with the Technicians to ensure that the City's expectations are exceeded.
- Assigning a team of Primary and Secondary Technicians who will be qualified, trained and equipped individuals ready to spring into action at any moment.
- Providing industry leading maintenance and repair services on schedule as recommended by manufacturer and the requirements of the RFP.

- Rapidly responding to Emergency Service Requests with assigned project team members.
- Providing proposals for unexpected repairs as needed so City Management can make informed decisions on capital expenditures.
- Providing recommendations for equipment upgrade projects or energy efficiency retrofits as requested by City Management to help maintain optimal mechanical system performance into the future.

Key personnel and their experience, training, and certifications are set forth in **Attachment 1**.

**Commitment to Safety:** All technicians participate in continued safety training programs including; bi-annual safety conferences, job specific risk assessment/identification training, weekly safety training/tests, and daily “Safe Plan of Action” assessments.

We have developed and maintain a teamwork environment that encourages employees to care for one another and work together to ensure the safety of everyone on site including our employees, our customers and their customers. This is achieved by reporting potential hazards, peer education while on-the-job, notification to management when safety rules or regulations are not met, and requisitions for PPE provision or replacement when job site conditions require. Any employee can report a safety hazard and stop job site work until the condition is assessed and rectified.

In response to COVID-19, Allison Mechanical, Inc. complies with all CDC recommendations and has established a written COVID-19 policy.

Our receipt of Safety Awards from our associations over multiple years is proof that when the employees are educated, equipped and encouraged to work together, they will accomplish the goal and everyone goes home safe.

**Guarantee and Commitment to Quality:** All customers of Allison Mechanical, Inc. are guaranteed to being more than satisfied with our performance of services. We understand that our commodity is service and as a company we are dedicated to provide the best quality product possible. Our employees are good people interested in providing you the very best service we can provide. This service may be addressing a special need, fulfilling a request, or quick reply to a phone message. Our commitment to quality extends beyond technical training and we will continually provide you the best service.

**Experience Working on Government Projects Subject to Public Bidding/Prevailing Wage -** In addition to maintenance and service contracts to government entities, Allison Mechanical, Inc. contracts with government entities for HVAC installation and upgrades. These projects include not only cities throughout Southern California but county, state, federal, and schools at the elementary, middle school, high school, and college level.

Due to the longstanding relations Allison Mechanical, Inc. has had with government entities since 1993, Allison Mechanical, Inc. has established office policies and procedures to effectively comply with all prevailing wage laws. We strictly adhere to the wages established by the Department of Relations, the journeyman/apprentice ratio, completion of requisite forms, and trust fund payments.

Our approach to service the City of Santa Ana's specific equipment, subject to the City's specifications, would be as follows:

#### **Understanding of Scope of Services**

We shall furnish all materials, equipment, labor, supervision, and transportation necessary to provide HVAC preventative maintenance and repair services at locations listed and described herein. All parts, repairs and/or fluid changing will be done with parts and fluids that meet or exceed the manufacturer's specifications and requirements. All replacement parts will be new. All parts will be of original equipment manufacturer (OEM); substitutions will be permitted only with prior authorization from the City. All work done on HVAC systems will carry a one-year warranty on parts. We will dispose of used oil, fluids, and filters generated by its services, leaving the job site environmentally clean.

All testing and maintenance services will be scheduled in advance with the City of Santa Ana. We will maintain service records on all maintenance and repairs and shall provide a copy of the service records to the City of Santa Ana. We will be able to respond to City's request for emergency repair work on a timely manner. We will respond to any emergency 24/7 and will be there within the 4 hours stated in the RFP.

Anytime outside of business hours of 7AM and 5PM operation may be considered after hours/weekends. We will perform additional work as authorized. Such work will be based on rates for field services as listed herein.

Our hourly rates schedule, which includes but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by us only after discussed and authorized by the City projects manager or designee in writing. Prior to commencement of services, we will provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

We shall perform preventive maintenance on bi-annual basis in accordance with equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. We will also provide recommendations for additional service(s) that will better enhance equipment performance.

At a minimum, we shall perform the following preventative maintenance tasks and perform a resistive load bank test. These tasks are designed to maintain the equipment in an optimum operating condition so that the equipment will operate reliably and efficiently.

#### A. AIR CONDITIONING UNITS MAINTENANCE

1. Check all electrical wiring and connection as required; tighten as required.
2. Check and replace filters as required.
3. Check starter contactor surfaces for wear.
4. Check compressor amps and record.
5. Check sight glass for moisture level.
6. Check operation of crankcase heater.
7. Check and lubricate condenser fan motor and fan bearings.
8. Check condition of condenser coil and clean.
9. Check belts for wear and replace per manufacturer's recommendations.
10. Check and adjust compressor capacity controls.
11. Lubricate indoor fan motor and bearings.
12. Check humidifier for proper operation and observe for humidity levels.
13. Inspect for dust, mold, and debris and clean.
14. Check refrigerant charge and for leaks.
15. Check and inspect cabinets for leaks and check cabinet door for secure closure.
16. Replace batteries bi-annually.
17. Test thermostats and controls for proper operation; temperatures and timer functions.

#### B. AIR DUCT MAINTENANCE

1. Inspect unit assembly.
2. Visually inspect air duct system.

#### C. EXHAUST FAN MAINTENANCE if Applicable

1. Check all electrical wiring and connections.
2. Check all motor starter contactor surfaces for wear.
3. Clean starter and electrical control enclosure.
4. Lubricate bearings.
5. Check belts for wear and replace per manufacturer's recommendations.
6. Check belt tension and sheave alignment and adjust as required.
7. Inspect exhaust fan unit assembly.
8. Check all mounting hardware and tighten as required.

Within five (5) business days of completing maintenance services on the City's HVAC units, we shall provide a service report to the City of Santa Ana. We will state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement.

#### ON CALL DIAGNOSTIC AND REPAIR SERVICES

We shall provide HVAC unit diagnostic and repair services for all listed City units and other locations on an as needed basis. We will charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours. Any repair service above and beyond preventative maintenance will require an estimate being submitted to the City. The City's prior approval is required before any work is performed by us. All replacement parts will be new. All parts will be of original equipment manufacturer (OEM); substitutions will be permitted only with prior authorization from the City. All work done on HVAC systems will carry a one-year warranty on parts.

After all diagnostic and repair services, a report will be completed by one of our technician and the report will be provided to City personnel upon completion of the request.

#### SUBCONTRACTOR

Allison Mechanical, Inc. will be using the following subcontractor who holds a C-10 license:

Inland Pacific Electrical, Inc.  
9155 Archibald Avenue, Suite 905  
Rancho Cucamonga, CA 91730  
License # 830315, Class: C-10  
DIR 1000001556  
SB Micro # 49164

#### Relevant Project Experience

Allison Mechanical, Inc.'s relevant project experience includes multiple maintenance service and repair contracts which are premised upon providing on call, as needed, maintenance and repair services in addition to the routine scheduled maintenance of equipment.

Relevant project experience, all which are current and ongoing include the following:

City of Fontana – We first contracted to provide maintenance and repair services in 2005 and that relationship continued to grow throughout the years. We are proud that we continue to provide maintenance and repair services to all 28 site locations for the City of Fontana.



Contact is Isaias Garcia, telephone number 909/275-0001.

City of West Covina - Since June 2010, we have provided maintenance and service repairs to this City. Our contract with them is ongoing. The City's contact is Kay Yoshino, telephone number 626/939-8458.

Patton State Hospital - Since July 2011, we have provided HVAC maintenance service and repair needs to Patton State Hospital and we currently provide chiller maintenance service and repairs for all of its buildings. Contact is Edward Sousa, telephone number 909/425-7240.

Providence Health Hospitals and Medical Centers – Since 1994, we have provided HVAC maintenance and repair needs to Providence Health's hospitals and medical centers. Contact is Maggie Castaneda, telephone number is 818/843-5111.

## **References**

Three municipalities for which Allison Mechanical, Inc. has provided similar maintenance services include:

Owner: City of Westminster

Type of Contract: Preventative Maintenance and Repair Services

Duration: June 2010 to Present

Percentage of Work Responsible: 100%

Contact: Adolfo Andrade, Building Supervisor, (714) 716-0258

Owner: City of West Hollywood

Type of Contract: Preventative Maintenance and Repair Services

Duration: July 2013 to Present

Percentage of Work Responsible: 100%

Contact: Lisa Nolan, Building Maintenance Supervisor, (323) 848-6353

Owner: City of West Covina

Type of Contract: Preventative Maintenance and Repair Services

Duration: July 2009 to Present

Percentage of Work Responsible: 100%

Contact: Kay Yoshino, Maintenance Supervisor, (626) 939-8458

As demonstrated by all projects and references provided in support of our proposal, our maintenance contracts have been long term. Many are well over ten (10) years proving a culture of exemplary performance that ensures customer satisfaction.

## Owner/Key Personnel Resumes

### Management Team Profiles

#### **Donald Allison – President**

- **42 - Years Experience**
- Certifications Include: E.P.A, UA Local 250, P.I.P.E & S.T.A.R. certified, LEED AP
- Training: Numerous Industry Training Seminars Including:
  - Carrier: VVT & CCN controls, Centrifugal, Reciprocating, and Screw Compressors
  - Carrier: Centrifugal Chiller, Reciprocating Chiller
  - Trane: Reciprocating & Centrifugal Compressors
  - Trane: Centrifugal Chiller CVHE/CVHF
  - Honeywell Light Commercial Buildings Solutions Training
  - UA Local 250 Apprenticeship program
  - UA Local 250 Journeyman Training
- UA Local 250 – Compressor, Joy Fan, and Piping Training Instructor
- UA Local 250 award recipient (nominated by peers)
- UA Local 250 “#1 Apprentice” award recipient
- MCAA Institute of Project Management
- ABB Variable Frequency Drive Start-Up Certified Technician

#### **Mark Allison – Vice-President/Secretary**

- **22 – Years Experience**
- Certifications Include: E.P.A, Quickpen® International Autobid® Estimation
- Training: Numerous industry training seminars including:
  - Carrier: Systems Troubleshooting, Electrical, Mechanical Systems Design & Repair
  - UA Local 250 Electrical and Mechanical
  - Robertshaw Pneumatic Controls Training
  - Industrial Training (Wyoming Technical College)
  - Quickpen® International Autobid® Mechanical Training
  - Quickpen® International Autobid® Sheet Metal Training

### Front Line Supervisory

#### **Barry Kirschenbaum – Regional Account Manager/Project Manager, Service Dept.**

- **38– Years Experience**
- Los Angeles Trade Technical College- Certificate of Completion Refrigeration Air Conditioning
- Cal Poly Pomona - Bachelor Of Science Degree (Mechanical Engineer / Energy Option)

- Energy Auditor – State of California
- Adjunct Instructor – Los Angeles Trade Technical College (HVAC Project Management)
- Adjunct Instructor – JJATC Local 250 Training School (HVAC Project Management)
- Project Manager (Design/Build Projects) / Service and Maintenance HVAC Industry
- Training: Numerous Industry Training Seminars Including:
  - Lochinvar Boiler Training
  - Trane Centrifugal Training
  - Bard Manufacturing Co. Factory-Certified Installation Training

**Fred Larkin – Regional Account Manager/Project Manager, Service Dept.**

- **41 - Years Experience**
- Certifications Include: E.P.A. U.A. Local 250 P.I.P.E. and STAR Certified
- Training: Numerous Industry Training Seminars Including:
  - U.A. Directors / Coordinators Certification
  - U.A. Local 250 Instructor Reciprocating Compressors
  - U.A. Life Time Certified Journeyman
  - Los Angeles Trade Technical College –Certificate of Completion Refrigeration Air Conditioning
  - U.A. Local 250 Apprenticeship Training
  - U.A. Local Journeyman Training
  - Carrier: VVT & CNN Controls
  - Carrier: Technical Courses I –IV
  - MCAA Sales Basecamp

**Pete Paluzzi - Regional Account Manager/Project Manager, Service Dept.**

- **39 Years Experience**
- Certifications: EPA Universal, UA S.T.A.R. Certified, UA Local 250
- Training:
  - UA Local 250 Apprenticeship Program
  - UA Local 250 Journeyman Training
  - Carrier Screw Chillers Training
  - Carrier Tech Training
  - Carrier: VVT & CCN Controls
  - Carrier RTUOpen Controller Start-Up Training
  - Trane Scroll Chillers Training
  - Trane Screw Chiller Training
  - NCI Certified Air Balancing Training – Cert # 17-222-01
  - MCAA Sales Basecamp

**Bonnie Gordon – Project Manager, Construction Department**

- **12 – Years Experience**
- California State University of San Bernardino - Bachelor of Arts Degree Criminal Justice

- Victor Valley College - Associates Of Science Degree Business
- MCAA Institute of Project Management
- Principles of Scheduling: Schedule of Values and Payment Application
- SCE HVAC Optimization Program

**Jacob Johanson – Project Manager, Construction Department**

- **7 – Years Experience**
- Cal Poly Pomona - Bachelor Of Science Degree Mechanical Engineering
- AutoCAD, Inventor, and SolidWorks (CAD Tools)
- MS Project, Excel, VBA (Programming Language)
- Trimble AutoBid Mechanical and Trimble AutoBid Sheet Metal
- Primavera P6 Professional
- MCAA Institute of Project Management

**Brian Bonacic – Project Superintendent, Construction Department**

- **19 – Years Experience**
- Certifications: Total Line R410a, ASE Certified Auto Mechanic, Essco Institute Universal E.P.A.
- Training: Local 250 Journeyman, Core I, Core II, Electrical

**Key Field Personnel Profiles**

Allison Mechanical, Inc., employs many Service, Retrofit, Controls and Installation professionals. Please review the key personnel profiles below to obtain the caliber of professional we are proud to have on our team.

**Service Department**

**Todd Casida – Service Manager – Local 250 Certified Foreman**

- **21 Years Experience**
- Certifications: EPA Universal, UA S.T.A.R. Certified, UA Local 250 Certified
- Training:
  - Carrier: VVT Controls
  - UA Local 250 Apprenticeship Program
  - UA Local 250 Journeyman Training
  - Lochinvar Installation, Service & Troubleshooting Service
  - Trane Intellipak Training
  - Trane: Centrifugal Chillers CVHE/CVHF
  - WMC (Magnetic Bearing) Centrifugal Chiller - Service & Repair
  - ABB Variable Frequency Drive Start-Up Certified Technician
  - Principles of Refrigerant Piping - for Service Technicians
  - Pump Basics, Service and Maintenance Training
  - Carrier RTUOpen Controller Start-Up Training
  - Carrier Centrifugal Compressor Fundamentals (SER120)

- Carrier Centrifugal Disassembly & Reassembly (SER130) (Certified Technician)
- Multistack Gen 1 & 2 Maglev Chiller Training
- Turbocor Compressor Training
- Bitzer 2 Day Air Conditioning Training Seminar Session
- Low Voltage Qualified & High Voltage Qualified

**Jeremy Wessel – Service Supervisor – Local 364 Foreman**

- **21 Years Experience**
- Certifications: UA 364 Certified, EPA Universal, Carrier: Puron® Refrigerant Certification, Honeywell VFD Start-Up
- Training:
  - Carrier: Electrical, Mechanical Systems Troubleshooting
  - Local 105 Classified Worker, Shop Fabricator, Welding, Installer
  - Honeywell Variable Frequency Drive Start-Up/Service
  - Honeywell Variable Frequency Drive Start-Up/Service
  - Turbocor Installation, Service & Troubleshooting Service
  - Lochinvar Installation, Service & Troubleshooting Service
  - RayPak Boiler Training
  - Laars Boiler Training
  - Air Side Fundamentals - Psychrometrics & Air Measurement
  - Principles of Refrigerant Piping - for Service Technicians
  - ABB Variable Frequency Drive Start-Up Certified Technician
  - Pump Basics, Service and Maintenance Training
  - Carrier RTU Open Controller Start-Up Training
  - Boiler Evolution & Modern Application
  - Mitsubishi CITY MULTI Service Course
  - Smardt Chiller Technical Training
  - NFPA 70 E Safety Training - CPR, First Aid and BBP
  - LG VRF Training

**Dan Perez – Service Supervisor – Local 250 Foreman**

- **15 Years Experience**
- Certifications: EPA Universal
- Training:
  - Carrier: Advanced Troubleshooting
  - UA Local 250 MES Training
  - Extensive “In-Field” Training
  - Robertshaw Pneumatics Service/Repair
  - Reciprocating Liquid Chiller –Service, Troubleshooting & Maintenance Course
  - 10 Additional Years Experience as Maintenance Tech/Equipment Operator
  - Boiler Evolution & Modern Application
  - Carrier 19D & 19XR Centrifugal Chiller Teardown

**ATTACHMENT 1**

- Multistack Gen 1 & 2 Maglev Chiller Training
- Turbocor Compressor Training
- NFPA 70 E Safety Training - CPR, First Aid and BBP

**Bruno Agostini – Service Technician – Local 250 Certified Journeyman**

- **22 Years Experience**
- UA Local 250 Instructor
- UA Local 250 Apprentice Program Graduate
- Certifications: EPA Universal, UA S.T.A.R. Certified
- Training:
  - Dawson - HVAC Centrifugal Pump Design and Application
  - ABB Drive Certification
  - Raypak Boiler Service and Repair

**Raymond Alba – Service Technician – Local 250 Journeyman**

- **21 Years Experience**
- UA Local 250 Apprentice Program Graduate
- Certifications: EPA Universal, Equipment Rigging Certification
- Training:
  - Trane Centrifugal Chiller Start-up Certification
  - Trane Centrifugal Chiller Overhaul Certification
  - ABB Drive Certification
  - Raypak Boiler Service and Repair
  - Experience as Foreman on Installation and Start-up Crews

**Russell Rutland – Service Technician – Local 364 Journeyman**

- **20 Years Experience**
- UA Local 364 Apprentice Program Graduate
- Certifications: EPA Universal, Various trade equipment certifications

**Logan Casida – Service Technician – Local 250 Certified Journeyman**

- **18 Years Experience**
- Universal Technical Institute, Phoenix - HVAC Associate's Degree
- UA Local 250
- Certifications: EPA Universal, GPRO (Green)
- Training:
  - Dawson - HVAC Centrifugal Pump Design and Application
  - WMC Centrifugal Chiller Service & Repair
  - Carrier/Comfort Network (CNN) – Installation & Repair

**Gustavo Lopez – Service Technician – Local 364 Journeyman**

- **6 Years Experience**
- Certifications: EPA Universal, UA S.T.A.R. Certified
- Training:
  - UA Local 364 Apprentice Program Graduate
  - Refrigeration - Technical Service & Troubleshooting Course

- Electrical - Technical Service & Troubleshooting Course
- ABB Variable Frequency Drive Start-Up Certified Technician
- MCAA Field Leaders Conference

**Jason Ballard – Service Technician – Local 250 Apprentice 5**

- **5 Years Experience**
- Certifications: EPA Universal
- Training:
  - UA Local 250 Current 5<sup>th</sup> Year Apprentice
  - Refrigeration - Technical Service & Troubleshooting Course
  - Electrical - Technical Service & Troubleshooting Course
  - Pump Basics, Service & Maintenance
  - LG VRF Training

**Controls Department**

**Jairo Lopez – Controls Department Supervisor – Local 364 Certified Foreman**

- **17 Years Experience**
- Certifications: EPA Universal, UA S.T.A.R. Certified, UA 364 Certified
- Training:
  - UA Local 364 Apprenticeship Program
  - UA Local 364 Journeyman Training
  - Carrier: HVAC Mechanical Pro-Troubleshooting
  - Carrier: HVAC Electrical Pro-Troubleshooting
  - Lochinvar Installation, Service & Troubleshooting Service
  - Carrier Screw Liquid Chiller Training
  - OSHA – 10 Hour Occupational Safety & Health Certification
  - Qualified Person Rigging and Signals Training
  - Principles of Refrigerant Piping - for Service Technicians
  - Reciprocating Liquid Chiller –Service, Troubleshooting & Maintenance Course
  - Introduction to Economizers; Sensing Strategies
  - Setup and Troubleshooting Economizer Controls
  - Intro to Power Exhaust; Setup and Troubleshooting Power Exhausts
  - Pump Basics, Service and Maintenance Training
  - Yaskawa VFD Startup Training
  - Carrier RTUOpen Controller Start-Up Training
  - Carrier 19D & 19XR Centrifugal Chiller Teardown
  - McQuay CE050, 063, 079, 087, 100, 126 Chiller Teardown
  - Smardt Chiller Technical Training
  - Bitzer 2 Day Air Conditioning Training Seminar Session
  - Low Voltage Qualified & High Voltage Qualified
  - Honeywell Spyder BACnet Core Competency

**Daniel Allison – Controls Department Foreman – Local 250 Foreman**

- **25 - Years Experience**
- **Certifications Include:** E.P.A Universal, UA Local 250, Honeywell LCBS
- **Training:** Numerous Industry Training Seminars Including:
  - Carrier: VVT & CCN Controls
  - Honeywell: Controls Certification Training
  - Robertshaw Pneumatic Controls Training
  - ABB Variable Frequency Drive Factory Start-Up Training
  - UA Local 250 Apprenticeship Program
  - UA Local 250 Journeyman Training
  - Honeywell WEBS AX Certified
  - Honeywell Spyder Training
  - Tridium-Niagara Certified
  - Niagara N4 Cross Training Certification
  - Honeywell Spyder BACnet Core Competency
  - UA Local 250 “#1 Apprentice” award recipient
  - UA Local 250 award recipient (nominated by peers)

**Harvey Leung – Service/Controls Technician – Local 250 Apprentice 3**

- **5 Years Experience**
- **Certifications:** EPA Universal,
- **Training:**
  - UA Local 250 Current 2<sup>nd</sup> Year Apprentice
  - Previous electrician apprenticeship program training
  - Tridium N4 (Honeywell WEBS) Certification
  - Honeywell Spyder BACnet Core Competency

**Retrofit Department**

**Jared Griswold – Retrofit Department Supervisor – Local 364 Foreman**

- **12 Years Experience**
- **Certifications:** EPA Universal; STAR Mastery
- **Training:**
  - UA Local 364 Apprenticeship Program Graduate
  - Air Side Fundamentals - Psychrometrics & Air Measurement
  - Introduction to Economizers; Sensing Strategies
  - Setup and Troubleshooting Economizer Controls
  - Intro to Power Exhaust; Setup and Troubleshooting Power Exhausts
  - Refrigeration - Technical Service & Troubleshooting Course
  - Electrical - Technical Service & Troubleshooting Course
  - ABB Variable Frequency Drive Start-Up Certified Technician
  - MCAA Field Leaders Conference
  - OSHA Aerial Platform Safety Course
  - New Miner-Surface, Construction, Metal, & Nonmetal Operation & Related Industries



**Ivan Lopez – Construction Department Technician – Local 364 Apprentice 5**

- **6 Years Experience**
- Certifications: EPA Universal
- Training: UA Local 364
- Current 5<sup>th</sup> Year Apprentice
- New Miner-Surface, Construction, Metal, & Nonmetal Operation & Related Industries
- Aerial Boomlift Operator Certification-Blend

**Steve Martinez – Sheet Metal Fabrication Shop Manager - Local 105 Journeyman**

- **18 Years Experience**
- Certifications: EPA Universal, UA Local 105 Certified
- Training:
  - Local 105 Classified Worker, Shop Fabricator, Welding, Installer
  - Local 105 Sheet Metal Apprenticeship Graduate
  - OSHA – 10 Hour Occupational Safety & Health Certification
  - Qualified Person Rigging and Signals Training

Allison Mechanical, Inc. employs more than 40 full time staff members to serve our customer's needs. Our regular full time employee list includes multiple warehouse/delivery persons, dozens of union field service, retrofit and installation persons, and a full clerical and management staff in our corporate headquarters in Redlands, California. As a signatory contractor of multiple Local Unions and the United Association we have the ability to add Union trained and experienced field staff members to complement our existing crew as needed to dispatch an effective and professional work force for any job no matter how small or large. Please contact us for more detailed information on any of our talented staff members.

