

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
F. M. THOMAS AIR CONDITIONING, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and F. M. THOMAS AIR CONDITIONING, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide heating, ventilation and air conditioning (HVAC) mechanical system repairs and maintenance services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. WHEREAS, City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference (the "Services"). The Services shall be performed in accordance with the Maintenance Schedule set forth in Exhibit "C," attached hereto and incorporated herein by this reference.

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City and within the hereinafter specified. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "D," attached hereto and incorporated herein by this reference (the "Fee Schedule"). Contractor's annual compensation during the initial two-year term of this Agreement shall not exceed Fifty-Four Thousand Two Hundred Twenty-Three Dollars (\$54,223.00). Thereafter, Contractor may request in writing at least thirty (30) days prior to the expiration of the initial term, or any extension period, a contract extension and price increase based on an increase Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the May index for the current year and the May index for the preceding year. Contractor's written request for a contract extension and price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increases shall be effective on the first day of any extension period and shall not be increased during any extension period.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals

of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A, B and C. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of the parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope

of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

F. M. Thomas Air Conditioning, Inc.
231 Gemini Ave.
Brea, CA 92821
Tel: (714) 737-1062
Attn: Thomas Feyka

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5299
Attn: Doug Lovell

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall

apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

Tom Feyka
Signature

Date: 7/23/2020

Tom Feyka President
[Name and Title]

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Date: 8/12/20

Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 8-13-2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney


Date: 8/11/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 8/4/2020

APPROVED AS TO CONTENT:

for 

Doug Lovell
Project Manager

Date: 8-5-2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 8-5-2020

APPROVED AS TO PURCHASING:

for 

Carol Molina
Acting Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

1.0 SCOPE OF WORK

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the CITY representative, all aspects of HVAC systems in CITY defined facilities. Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all serviced buildings. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein. Preventive maintenance services shall be provided by the Service Company on all equipment and associated devices related to the HVAC systems as outlined in this RFP. The Contractor shall furnish all personnel, parts, materials, test equipment, tools, and Services in conformance with the terms and conditions as outlined below in this RFP.

Contractor agrees to supply the goods and services set forth in CITY Contract. It is expressly understood and agreed that the RFP and Contractor's submitted response documents to the RFP (hereinafter referred to as "Contractor's Response") shall constitute and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the RFP issued by CITY. If there is a conflict between the RFP and the Contractor's Response, the RFP will prevail.

Contractor shall submit to CITY a request for payment of the amount due after each delivery of goods and/or performance of the services specified for the RFP. Contractor shall attach to each billing an invoice specifying in detail the goods it has supplied to and/or services it has performed for The City of Costa Mesa during the period covered by the invoice.

2.0 GENERAL REQUIREMENTS

2.1 ANNUAL MAINTENANCE

Proposer will perform at minimum, scheduled annual preventive maintenance in accordance with a Program of standard routines as determined by your experience, 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. Proposer will also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the HVAC Equipment List; see Attachment 2 of this document. Preventative maintenance of all zone controls including but not limited to thermostats, VAV's, actuators, valves, relays, pneumatic control lines, switches, motors, and related equipment will be covered under Contractor's proposal. Calibration of thermostats, actuators, and velocity controllers will be performed quarterly.

2.2 QUARTERLY

The successful bidder shall check, change and supply all filters as needed on a quarterly basis during normal operating season. Biocide tablets shall also be supplied and placed in condensate pans. Upon completion of the Quarterly Inspection a single written signed report shall be submitted to the owner noting any filters that required attention, repairs made or needed and any other potential problems or abnormalities noted.

2.3 MONTHLY

A visual walk thru inspection shall be made once per month. Any missed coils or filters that are dirty shall be cleaned or changed at contractor's expense.

2.4 HVAC AIR FILTER CHANGING SERVICE

This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), the Contractor shall make necessary adjustment at no additional cost to the CITY.

2.5 HVAC BELT INSPECTION & CHANGING SERVICE

This service will maintain reliability and functionality of the units by inspecting drive belts quarterly and replacing belts that are worn or damaged. This service will ensure proper tension and friction on the belts, maintaining the efficiency and reliability of the equipment. In the event a belt fails between maintenance periods,

it will be assumed the Contractor failed to inspect/replace it properly and the contractor will be required to replace it at no extra cost to the CITY.

2.6 AIR COOLED CONDENSER COIL CLEANING

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.

2.7 EVAPORATOR COIL AND CLEANING

Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned bi-annually. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and/or other devices that allow the proper cleaning of the coil.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 ROOFTOP PACKAGED UNITS

Preventative maintenance service to be performed quarterly per manufacturer's recommendation. Some Examples:

- Filters changed quarterly on a minimum basis or as required.
- Lock out and tag out equipment as required.
- Check all electrical wiring & connections; tighten as required.
- Check all motor starter contactor surfaces for wear.
- Clean electrical control enclosures.
- Lubricate air handling unit motor bearings and fan bearings, if applicable.
- Check air handling unit belts for wear.
- Check belt tension and sheave alignment.
- Change belt and change as required.
- Check all mounting hardware, tighten as needed.
- Check and calibrate controls.
- Check condition of evaporator coils. Chemically clean as required.

Preventative maintenance service to be performed annually:

- Check and clean condensate drains, drain line and pan.
- Inspect air handling unit fan assembly.
- Lubricate condenser motors as required.
- Chemically clean condenser coil and fan blades.
- Check structural integrity of unit.
- Check and calibrate controls.

3.2 EXHAUST FANS

Preventative maintenance service to be performed annually per manufacturer's recommendation:

- Check all electrical wiring and connections and tighten.
- Check all motor starter contactor surfaces for wear.
- Clean starter and electrical control enclosures.
- Lubricate motor bearings and fan bearings.
- Check exhaust fan belts for wear, replace as required.
- Check belt tension and sheave alignment. Adjust as required.
- Inspect exhaust fan unit assembly.
- Check all mounting hardware. Tighten as required.

3.3 PACKAGE, GAS HEAT/ ELECTRIC COOL

Preventive maintenance; Same as Package units except add:

- Check integrity of heat exchanger
- Check and adjust burners for proper flames.
- Check for proper combustion and flue gas relief.
- Record discharge temperature, heating and cooling modes.
- Record return air temperature.
- Check and adjust operating and safety controls.

3.4 DAMPERS

- Perform maintenance quarterly.
- Clean and lubricate components.
- Check operation of dampers.
- Check and adjust operating and safety controls.

3.5 ROOFTOP MAKE-UP AIR UNITS

Preventative maintenance service to be performed quarterly per manufacturer's recommendation.

- Belt drives checked for wear, tension, alignment and dirt accumulation.
- Clean motor and lubricate if equipped with grease fittings.
- Check fan wheel for imbalance. Clean fan wheel if dirty and oily.
- Check heat exchanger for cracks.
- Check burner to see that the orifices are clear of any dirt or debris.
- Check all the sensor and safety devices.

4.0 MAINTENANCE COSTS

4.1 REGULAR MAINTENANCE WORK

The proposal shall clearly explain the scope of work included in the price for regular maintenance work and any work that is specifically excluded. All rates shall be inclusive of all charges including but not limited to the charges for overhead, profit, labor, equipment, tools, and all other costs.

4.2 WORK BEYOND SCOPE OF AGREEMENT

Bidders shall submit labor and material rates for repair and maintenance work beyond the scope of the Preventative Maintenance Agreement. Rates shall be provided for normal working hours as well as for nights, weekends and holidays.

5.0 SUPPLEMENTAL WORK

5.1 EXTRAORDINARY MAINTENANCE

Contractor shall be expected to be capable of repairing or replacing failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems and provide a written analysis of such troubleshooting. The City shall not incur any extra charge for this analysis which will include an itemized listing of the equipment/parts that are proposed to be repaired or replaced. All work beyond and in addition to the routine Maintenance scope of the contract shall be considered Extraordinary Maintenance and will require that an estimate for that proposed work be provided to the Building Maintenance Superintendent or his or her designee for consideration.

5.2 WRITTEN ESTIMATE

The Contractor shall provide a written estimate to the City for approval prior to Performing any extraordinary maintenance. All written estimates shall include labor costs as shown on bid sheet. Final invoices shall contain original estimate and actual receipts for parts, materials, and equipment. Mileage will not be reimbursable.

6.0 RESPONSIBILITIES

The CITY and the Contractor's responsibilities are as follows:

6.1 FURNISHED ITEMS

The City will supply onsite storage at the CITY's Corp Yard warehouse for storing the Contractors provided air filters.

CONTRACTOR

6.2 PROJECT MANAGER

6.2.1 The Contractor shall provide a full-time Project Manager with 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

6.2.2 The Contractor's Project Manager shall act as a central point of contact with the Maintenance Supervisor, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

6.2.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

6.2.4 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

6.3 PERSONNEL

6.3.1 The Contractor must provide a minimum of two (2) certified technicians. One is required to have at least ten (10) years of refrigeration, and/or mechanical, and control experience. This is to ensure the CITY always has access to at least one (1) certified technician within 4 hour response time of the serviced facilities. Both technicians must have overall knowledge of all of the equipment at each of the properties. Both technicians shall be qualified to work on HVAC systems. Contractor shall maintain all equipment in accordance with the manufacturer's recommendation.

6.3.2 The CITY requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

7.0 UNIFORM / IDENTIFICATION

7.0.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. All uniforms, as required and approved by the CITY, will be provided by the Contractor, at the Contractor's expense. See Attachment 1

7.0.2 The Contractor's employees must wear visible identification when working under the Contract on CITY property. The identification shall be:

- Contractor-issued photo ID

7.0.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

7.1 MATERIALS AND EQUIPMENT

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

7.2 TRAINING

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be

checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

7.3 PERIODIC MEETINGS

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00). See Attachment 1.

8.0 HOURS / DAYS OF WORK

CITY office hours are from 8:00 a.m. to 5:00 p.m. CITY offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

9.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the CITY a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the CITY for review. The plan shall include, but not be limited to the following:

The Contractor shall provide a spring and fall inspections report that will be fully documented in a written format. Each piece of equipment inspected shall have an individual work sheet denoting at a minimum the following items: Unit #, Unit Model and Brand, Unit size, the area serviced by unit, unit location, date, service technician and a complete listing of all service information checked on the unit. The completed written report shall be submitted to the owner in a 3-ring binder no later than one week after the inspection is completed.

The Contractor will provide a standard proof of work documentation, and date & time stamped photos of work in progress during preventive maintenance following completion of all work. The documents must include sufficient information to identify facility where work was performed, purpose of work, date and timework was performed, parts used, type and amounts of chemicals/refrigerants, and name/cert # of technician(s) executing the work.

10.0 QUALITY ASSURANCE PLAN

The CITY will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

10.1 PERFORMANCE REQUIREMENTS SUMMARY (*Attachment 1*)

The CITY shall use a Performance Requirements Summary (PRS) chart, Technical Attachment 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the CITY will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the CITY. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the CITY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said

service(s), as determined by the CITY, shall be credited to the CITY on the Contractor's future invoice.

10.2 PERIODIC PERFORMANCE REVIEWS

The CITY will conduct periodic reviews to evaluate the Contractor's performance.

10.3 CONTRACT DEFICIENCY NOTICE

The CITY will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the CITY and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the CITY will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CITY within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CITY within ten (10) workdays.

10.4 CITY OBSERVATIONS

In addition to divisional contracting staff, other CITY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

11.0 ADDITION/DELETION OF SERVICES

The CITY reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the CITY and the Contractor.

ATTACHMENT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<i>SOW Section 7.3 CITY required meetings</i>	<i>Contractor attendance at all monthly or as required meetings.</i>	<i>Observation of Attendance</i>	<i>\$50 per occurrence</i>
<i>SOW Section 10.1 Maintenance Reports</i>	<i>100 % Completion of Required Services</i>	<i>Acceptance and Inspection of Reports</i>	<i>\$50 per occurrence</i>
<i>SOW Section 7.0.1 Uniforms</i>	<i>Contractor to ensure all employees wear approved uniforms</i>	<i>Inspection and Observation</i>	<i>\$50 per occurrence</i>

ATTACHMENT 2

HVAC EQUIPMENT LIST

Balearic Center 1975 Balearic Drive		
Package Units		
Manufacturer	Model #	Serial #
Carrier	38VMA060HDS3-1	2718V00373
Carrier	48VLNE600903-TP	new unit
Communications 79 Fair Drive		
Package Units		
Manufacturer	Model #	Serial #
Carrier	48VGNA3606060	1019C41742
Carrier	48TCLA06A2A6A0A0A0	0515C56473
Carrier	48HCDD12A2D6A0A0G0	1319P37810
Carrier	48LVNB3606030TP	0215C22328
Exhaust Fan		
Lorencook	9UC10d	
Lorencook	9UC15D	
Lorencook	9UC15D	
Lorencook	10UC10D	
Lorencook Return Air	16CV	
Infrared Gas Heater app bay		
Perfection	JK25	
Perfection	JK25	
Perfection	JK25	
Old Corporation Yard - 2300 Placentia Ave		
Package Units		
Manufacturer	Model #	Serial #
Carrier	48VLNA6009030TP	2614C39025
New Corporation Yard - 2310 Placentia Ave		
Package Units		

Manufacturer	Model #	Serial #
York	CZF06013CA	W1B2566351
York	YCJF24S41S1A	W1E2800649
Airhandlers		
Lenox	CH602D6	6014C09825
Lenox	GS15Q3/4X-80-2	4689B02269
Exhaust Fan		B8563-01
Downtown Recreation Center - 1860 Anaheim Ave		
Package Units		
Manufacturer	Model #	Serial #
Carrier	48HJE012561	3500G30504
Carrier	48HJE006531	3200G20725
Carrier	48HJE008531	3900g34167
Carrier	48HJE004531	3300G24746
Make Up Air Units Heat		
Modine 8000 CFM	HFG400SMRLN20D2	1025200-1288
Modine 8000 CFM	HFG400SMRLN20D2	1025200-1289
Modine 1850 CFM	HFG150SMRLN20D2	1025200-1290
Modine 1870 CFM	HFG150SMRLN20D2	1025200-1291
Exhaust Fans		
Lorencook	135ACE-B	
Lorencook	135ACE-B	
Lorencook	150 ACRU 5B	
Lorencook	135ACE-B	
Lorencook	135ACE-B	
Lorencook	GEM GN-340	
Lorencook	GEM GN-340	
Lorencook	LITTLE GEM II	
Lorencook	LITTLE GEM II	
Mesa Verde Library - 2969 Mesa Verde Drive East		
Manufacturer	Model #	Serial #
York	ZH102N10N2AAA5A	N1M1414302

York	ZH102N10N4AAA5A	N1H1257787
Donald Dungan Library - 1855 Park Ave		
Manufacturer	Model #	Serial #
Daikin	RPS042D	
Boilers		
KN series	KN-4	
KN series	KN-4	
Boiler Pumps		
Wilo	STRATIS 3X3	
Wilo	STRATIS 3X3	
Wilo	STRATIS 1.25X3	
Wilo	STRATIS 1.25X3	
Split System Fan Coil Unit		
Daikin	FAQ24NPVJU	
Daikin	FTXN24NMVJU	
Daikin	FTXN24NMVJU	
Daikin	FTXN24NMVJU	
Daikin	FTXN18NMVJU	
Daikin	FXMQ48PBVJU	
Daikin	FXMQ72MVJU	
Daikin	FTXN24NMVJU	
Daikin	FAQ24NPVJU	
Air Cooled Condensing Unit		
Daikin	RXYQ48TAVJU	
Daikin	RXN24NMVJU	
Daikin	RXN12NMVJU	
Daikin	RXN12NMVJU	
Daikin	RXN18NMVJU	
Daikin	RXTQ48TAVJU	
Daikin	RXTQ60TAVJU	
Daikin	RXN24NMVJU	
Exhaust Fans		
Greenheck	CUE-161-VG	
Greenheck	SQ-98-VG	

Daikin	FXMQ07PBVJU	
Daikin	FXMQ07PBVJU	
Daikin	FXMQ07PBVJU	
Daikin	FXMQ24PBVJU	
Daikin	FTXS24LVJU	
Fire Station # 2 - 800 Baker St		
Manufacturer	Model #	Serial #
Carrier	48HCLA06A0A3A0A0A0	1115C79295
Fire Station # 3 - 1865 Park Ave		
Manufacturer	Model #	Serial #
Rheem	RQNA-B024JK 000	7260F310710036
Rheem	RQNA-B024JK 000	7260F240707261
Rheem	RQNA-B024JK 000	7260F200706879
Rheem	RQNA-B036JK 000	7262F290710193
Apparatus Bay Heaters		
Reznor	XL-45	ACD3183N180
Reznor	XL-45	ACD3183N181
Hood Exhaust		
G. C. BREIDERT CO	L01512	
Fire Station # 4 - 2300 Placentia Ave		
Manufacturer	Model #	Serial #
Carrier	50VT-C30-30TP	0418C22656
Carrier	48HCLA06A0A3A0A0A0	3618C79322
Hood Exhaust		
Exhaust Fan		
Fire Station # 5- 2450 Vanguard Way		
Manufacturer	Model #	Serial #
Trane	YFH211F4L0AA	120710473D

Exhaust Fan 1		
Exhaust Fan 2		
Hood Exhaust		
Fire Station # 6 - 3350 Sakioka Drive		
Manufacturer	Model #	Serial #
Carrier	48DJD006530	4391G45269
Carrier	48DJD005510	6210500
Carrier	48hCCLA04A2A5A0A0A 0	2712C50199
Carrier	48DJD005510	4691G52010
Exhaust Fan 1		
Exhaust Fan 2		
Lorencook	100C10D	
Westside Police Substation - 567 W. 18th St		
Manufacturer	Model #	Serial #
Rheem	RQNJ-A048JK 000	7243F030709089
Rheem	RQNJ-A048JK 000	7243F050704327
Rheem	RQNJ-B060JK 000	7472F080705452
Rheem	RQNJ-B060JK 000	7472F090704112
International Comfort	PHAD60N1K3	DYMC60G2
Historical Society - 1870 Anaheim Ave		
Manufacturer	Model #	Serial #
Carrier	38CKG060-5A1	3607X81311
Carrier	561CP060-H	1903E29915
Heaters		
Day & Night/Carrier	518A060CC	2278C99039
Day & Night/Carrier	518A060CC	2278C99125
Neighborhood Community Center - 1845 Park Ave		
Manufacturer	Model #	Serial #

Daikin	DPS012A	
Daikin	DPS012A	
Exhaust Fan 1	SP-A110	
Exhaust Fan 2	SFD-7.5-VG	
Exhaust Fan 3	CUE-090-VG	
Fan Coil		
Daikin	FBQ36PVJU	
Daikin	FBQ42PVJU	
Daikin	FBQ42PVJU	
Daikin	FTK24NMVJU	
Daikin	FDXS12LVJU	
Daikin	FTK12NMVJU	
Daikin	FBQ36PVJU	
Air Cooled Condensing Unit		
Daikin	RZQ36PVJU9	
Daikin	RZQ42PVJU9	
Daikin	RXS12LVJU	
Daikin	RZQ42PVJU9	
Daikin	RZQ36PVJU9	
Daikin	RK12NMVJU	
Daikin	RK24NMVJU	

EXHIBIT B
CONTRACTOR'S PROPOSAL

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574
(800)660-0891

231 Gemini Avenue,
FAX(714)738-0886

Brea, CA 92821
(714)738-1062

June 10, 2020

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92628

LETTER OF INTRODUCTION

Thank you for considering F.M. Thomas Air Conditioning for your service needs. We have been in business for over 46 years and have factory certified technicians on all makes and models. **F.M. Thomas has been the contractor of record for the City for the past 8 years.** We have met and exceeded all of the expectations made of us, as well as implemented multiple procedures to maximize the efficiency of the HVAC systems operations.

Our methodology and thorough service procedures have created the following value to the City and have allowed us to maintain very positive relationships with City facilities Staff, including Nick, Tung, Howard, and Doug Lovell.

- We provide Journeyman technicians to conduct the maintenance, rather than tradesmen. These technicians have 10+ years of experience and have the knowledge to recognize issues and potential issues and resolve them immediately.
- Service issues are immediately brought to the attention of City staff; allowing for discussions and quotes to make the necessary repairs
- Other issues, outside of HVAC, are brought to the attention of City staff to minimize cost and loss of service to the City. These items include clogged roof drains, water leaks into the building, loose electrical connections, and broken doors/hatches.
- Maintenance tasks are promptly completed as scheduled
- Multiple journeymen are assigned to the City who have a broad range of qualifications, including the following certifications: NATE, NCI, Daiken, Honeywell, Johnson Controls, Siemens (using our sub Automated Controls), and Danfoss/Yasakawa drives.
- Strong working relationship with Automated Controls, ensuring that controls issues we cannot resolve in house will be resolved with the same urgency as if we were doing it.
- Our long-term relationship with the City allows for our internal staff, including our dispatcher and project manager, to correctly assign technicians based upon need and to follow all of the City rules and procedures correctly the first time.
- No OSHA/safety violations or City policy violations over the past 8 years.

We are a full-service air-conditioning company with the ability to service complex systems, service DDC / pneumatic controls, replace ductwork/piping, retrofit existing systems, and replace systems with our own forces.

- Air conditioning service, repairs and planned maintenance.
- Replacement of HVAC equipment and control systems.
- Extended warranty on air conditioning equipment.

Additionally, we have service agreements with some of the largest clients in Southern California, including the Los Angeles City General Services Division, LA Unified School District, City of Downey, City of Huntington Park, City of La Mirada, El Monte Union High School District, and Anaheim Union High School District.

We are fully compliant with DIR and City certified payroll requirements.

We have the following contractor licenses: B, C-4, C-20, and C-38

We are a licensed General Contractor and can handle prime contract HVAC related work. Please see our website for more information about the company. www.fmthomas.com.

- Honeywell controls authorized Contractor.
- Carrier CCN and I-Vu Certified Integrator.
- Licensed and bonded up to \$2.5 million per job.

Our lead technicians are all Journeymen with 10+ years of experience. They have training and experience with Screw and centrifugal chillers, multi-stack chillers, VFDs, cooling towers, large packaged equipment, boilers, pumps, and variable flow split systems. Additionally, they have been full time lead technicians for the past 5 years and has managed other large public facilities, such as the City of Huntington Park, the City of La Mirada, and Huntington Beach School District.

I am your administrative point of contact. I have worked at F.M. Thomas for the past 20 years and am currently the Vice president of the company. I oversee large account management (companywide) and deal with a variety of issues, from initial kick off meetings, site walk through and surveys, billing disputes, and monthly meetings.

If you have any questions, please feel free to give me a call. .

Sincerely,

Thomas Feyka, President
Toll Free (800) 660-0891
tfeyka@fmthomas.com

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

DIR #1000003383

BACKGROUND AND PROJECT SUMMARY

City of Costa Mesa – How we do business

DATE: June 9th, 2020

TO: Stephanie Urueta

FROM: Thomas Feyka

RE: **RFP No. 20-06 HVAC Maintenance and Repairs**

The intent and purpose of this document is to outline our understanding of HVAC maintenance contracts, provide the City with background information on F.M. Thomas Air Conditioning, and additional qualifications that demonstrate our ability to service The City of Costa Mesa.

F.M. Thomas Air Conditioning has been a public works contractor for 46 years and has extensive experience in Campus / City wide service contracts. F.M. Thomas Air Conditioning has been the contractor of record for the past 8 years.

- Factory trained and knowledgeable Journeyman technicians capable of making all necessary repairs
- Same day response for emergencies and next day response for non-emergencies.
- Implementation of an organized and well-coordinated service plan to ensure timely and accurate service on all HVAC equipment as per the schedule
- Excellent communication between F.M. Thomas and City representatives
- Monthly meetings to discuss services completed and recommendations to maintain equipment
- Detailed service records and trending analysis
- No safety or health violations recorded.
- Strict Adherence to prevailing wages and apprenticeship requirements

Understanding of Service Agreement: We recommend monthly, quarterly, semi-annual and annual maintenance services per ASHRAE 180 and the City service standard procedures. These include common activities, such as checking pressure drops across filters, washing coils, monthly chemical treatment (closed loop), annual refrigerant leak inspections, tightening electrical connections, verifying good operation of thermostats and control devices, replacing belts annually, lubrication of bearings, dampers, and linkages, checking sight glasses, and inspection for cleanliness of condenser tubes, condenser coils, and running systems in heating and cooling modes to verify good operation. The end goal is to provide the City with factory level maintenance and to regularly report unscheduled repairs so that action can be taken to make the corrections. We routinely replace minor components as per the contract to mitigate larger scale repairs. Typical components include contactors, capacitors, belts, transformers, and fuses.

We agree with the City assessment of maintenance procedures and intend to follow them as per below:

SCOPE OF WORK

1. General Requirements

F.M. Thomas Air Conditioning shall provide all labor and materials necessary to provide four (4) scheduled operational inspections including an annual shutdown inspection and service on each piece of equipment to be performed in April/May of each year. All inspections and preventive maintenance service shall be performed in accordance with manufacturer recommendations and specifications. F.M. Thomas Air Conditioning shall also provide parts and labor for emergency repairs at the contract rate.

1.1.1 Equipment

F.M. Thomas Air Conditioning shall inspect all major system components quarterly (or as required) and perform scheduled preventive maintenance per manufacturer specifications and recommendations. This shall include, but not be limited to the items listed in the City Attached specifications.

a. Please note that repairs recommended due to maintenance specific items shall be handled on a separate time and materials agreement.

1.1.2 Parts

Parts used in Quarterly and Annual inspections (or as required) shall be included at no additional charge

a. Please note that repairs recommended due to maintenance specific items shall be handled on a separate time and materials agreement.

1.1.3 Work Plan

F.M. Thomas Air Conditioning shall provide a complete work plan to ensure all requirements of the contract are accomplished as specified. The work plan shall include, but not be limited to monthly, Quarterly and annual checklists (or as required) and an emergency response plan including a guaranteed response time. **(1 hours for critical systems and 2-4 hours for after hour's emergencies)**

1.1.4 Security

On site personnel shall wear a uniform bearing the company name while in the building. On site personnel shall sign the logbook located in the main lobby each time they enter or leave the building. Keys can be checked out at the main lobby desk and must be returned when leaving the premises.

1.1.5 Safety

F.M. Thomas Air Conditioning shall observe and compel its employees to observe and exercise all necessary caution and discretion to avoid injury to persons or damage to property of any kind. F.M. Thomas Air Conditioning shall be responsible for compliance with all OSHA, EPA, AQMD and other state, federal and local laws. F.M. Thomas Air Conditioning shall maintain MSDS sheets for all chemicals used.

- a) Safety procedures specific to the City, including, but not limited to, vests, hard hats, steel toed boots, gantry's, Arc flash suites, lockout/tagout, and HEPA carts shall be used/followed without exception as appropriate.

1.1.6 Damage

In the event of damage to City property as a result of F.M. Thomas Air Conditioning's operations, the City will perform the necessary repairs and deduct the cost from subsequent payments to the F.M. Thomas Air Conditioning.

1.1.7 Emergency Repairs

- a. F.M. Thomas Air Conditioning shall guarantee a maximum four (4) hour response time for emergency service calls, seven (7) days a week, twenty-four (24) hours a day, including holidays.
- b. Labor and parts shall be billed at the rate specified on the price sheet.
- c. If parts are not immediately available or the work cannot be performed at that time, F.M. Thomas Air Conditioning shall do everything possible to expedite delivery and/or discuss alternatives with the Facilities Manager.
- d. F.M. Thomas Air Conditioning shall maintain good working relationships with equipment manufacturers, suppliers and sub-contractors needed to fulfill the contract requirements.

ABOUT F.M. THOMAS AIR CONDITIONING

About F.M. Thomas Air Conditioning: F.M. Thomas Air Conditioning has been in continuous business with the same owners for 45 years. We specialize in public works HVAC service, repair, and retrofit. We have staff and systems in place to handle common issues such as administrative paperwork, certified payroll, monthly billings, and technical meetings with City staff. Our technical staff regularly participates in technical training classes and is fully versed in repair and maintenance of packaged, applied/built up, and DDC controls. Our typical response time for service calls is same day or next day. We have other accounts in the Inland Empire and can typically respond within 2-4 hours. **Our call back rate for the past 10 years has been less than 1% of our total service volume.**

Resumes of supervisors

Tom Feyka - President

Forty-six years of industry experience. Founding owner of F.M. Thomas Air Conditioning, Inc. President for thirty-eight years.

- Education: AA degree from Los Angeles Trade Technical College, 45 class credits from business school at East Los Angeles Community college. Numerous factory technical schools.
- Business Beliefs:
Management – provide recognition of technical, sales and office staff. Create a learning opportunity to maintain technical leadership in our industry, encourage and direct policy to insure customer satisfaction, cost awareness, professional attitude, safety, quality workmanship and profitability.
- Monitor:
F.M. Thomas controller provides weekly financial performance work sheets compared to budget, bi-weekly sales/financial meetings to evaluate performance, monthly supervisor meetings to update field matters and better understand the effect of F.M. Thomas policies.
- Modify:
Objective adjustment(s) to F.M. Thomas budgets/goals when feedback indicates revision is necessary. Seek outside input from banker, bonding agent, CPA, insurance as reference data to move forward with changes as economy improves or declines.

Larry Margie - Field Supervisor

Thirty-one years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Larry has attended factory training classes from McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on Absorber chillers, refrigeration machines, and clean room applications.

James Pelkey – Journeyman Mechanic.

Twenty-five years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. James is NATE certified, TAB certified (air balance), Daiken, Honeywell, Fujitsu and certified by Edison as a qualified energy services technician. He has a strong background in optimizing the energy consumption of systems through fine tuning of HVAC systems (air side and refrigeration side).

Meyer Rosenfeld - Controls Specialist

Thirty-nine years as a Controls Specialist, expert service, design and commissioning of Honeywell DDC systems. Attended UCLA, licensed pilot/instructor. Honeywell training seminars, CAD drawings and system application

Randy Detwiler - Field Supervisor

Thirty-eight years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Randy has attended factory training classes from York, Carrier and Trane equipment manufacturers. He is also a certified Turbocor technician and Carrier CCN controls technician. Randy is responsible for project work that is installed and delivers the promises made to our clients.

Donald Gonzales – Manager, Sheetmetal Estimator

Twenty-two years in commercial HVAC as a sheetmetal Estimator. Don is responsible for application and estimation of design and spec work. Don is also familiar with large package units, fan coils and split systems for any type of installation. Don has worked in hospitals, schools, police and fire departments as well as other types of commercial and industrial buildings.

Michael Feyka – Business Development/Sales Manager

Graduate of Tulane University with a Bachelor of Science degree in business and finance. Michael has developed and coordinated software systems for marketing & sales as well as directing the Marketing Dept. Michael interacts with clients developing quotations involving HVAC service and retrofit of older systems.

Ron Outhier – Project Management

Thirty-one years in the commercial HVAC industry with extensive administrative/project management of HVAC construction projects. He is also an Instructor for Sheetmetal Apprenticeships.

Thank you again for considering F.M. Thomas Air Conditioning for your service needs. Attached are some support documents which further detail our company and abilities to service your account.

Sincerely,

Michael Feyka, Vice-President

F. M. THOMAS AIR CONDITIONING, INC.

Contractor's License # 313574
(800)660-0891

231 Gemini Avenue,
FAX(714)738-0886

Brea, CA 92821
(714)738-1062

June 10, 2020

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, Ca 92628

METHOD OF APPROACH

Ref: RFQ 20-06 HVAC Maintenance and Repairs

Stephanie Urueta,

F.M. Thomas Air Conditioning, Inc. is in a unique position to provide HVAC Maintenance and Repair for The City. As the City's contractor of record for the past 8 years, we have the greatest knowledge of the specific systems of the City, as well as the history of performance of each unit. We also have established routines, service procedures, and access points.

Most of our technicians have been with our company for over 20+ years and can work on equipment ranging from package units and split systems to chillers, air handlers and Daiken split systems. We currently have 20 technicians who can respond to your job sites for emergency and non-emergency service calls. We are a class B general contractor with additional licenses in C-20 Heating, Ventilation and Air Conditioning, C-4 Boilers, as well as in C-38 Refrigeration.

Our technicians are all factory certified and receive ongoing training to ensure that they perform to the highest levels of customer satisfaction. Additionally, our technicians bring their work vehicles home with them each night; our response time to emergency and non-emergency situations is outstanding because we are able to respond to calls in a timely fashion. Emergency calls are responded to within 2 hours, which is within your range of needed service.

Our dispatcher is a former service technician of 19 years and has an intimate knowledge of the types of maintenance and service issues that occur with the City. Due to his knowledge, he can evaluate the trouble call request and dispatch the proper technician to the call. During normal working hours (Monday through Friday, 7:00 am to 3:30pm), he is able to dispatch a technician to any of your job sites. During off hours, we also have an answering service which alerts our on-call technicians to respond immediately.

All contracts and accounts are additionally serviced by an Account Manager and our Sales Manager, Tom Feyka, who has been with the company for over 40 years and has nearly 50 years of experience in the HVAC industry.

Per the scope of work, we will have the proper technician visit the job site on an as-needed basis to perform the necessary items listed to properly check your heating, ventilation and air conditioning services to keep them operating at optimal conditions. Additionally, we will abide by the scope of work and provide proper documentation noting the conditions of your units, and any repairs that may be necessary. If a written estimate for repairs is required, or the work needs to be bid on, our technician(s) will work with the Account Manager and Sales Manager to provide the District with a quotation for repairs and/or replacement.

Standard Procedures:

1. **Implementation** – A superintendent, Foreman, and Lead technician are assigned to your account. (See Org chart). We conduct a job start meeting prior to the contract start and routine follow up meeting to ensure expectations and outcomes are being achieved. The technician are assigned primary responsibility for the outcome of the services, which provides accountability to the City and FM Thomas.
 - a. Provide supervisors with schedules, completion dates, and recommended repairs
 - b. Provide City staff with proposals for minor repairs (under \$1,000)
 - c. Identify tasks and deliverables
2. **Defined schedule of services** - Per the City's schedule of services, our dispatcher and project manager will develop a work schedule. This schedule will be discussed and periodically reviewed with the lead technician(s)
3. **Supervision** - A qualified journeyman will be assigned your account. He will be tasked with routinely doing supervisor walks of the properties each month as maintenance is completed. This allows us to proactively identify items of concern before they become emergencies
4. **Client Satisfaction** – F.M. Thomas already understands the needs of the City due to our 8 years of servicing the City. We understand the schedules and expectations of different members of the City staff, including Tung, Nick, and Howard and they understand the capabilities of our lead technicians, James and Jim Vandie.
5. **Needs from the City** – Due to our long service history, we only need a few items from the city.
 - a. Keys to all appropriate buildings
 - b. Schedules of operation
 - c. Any access restrictions per building
6. **Proactive maintenance** – We look for key indicators of future service problems when completing maintenance. Recommendations are made to repair/replace these

items in order to prevent future down time These items include, but are not limited to, the following:

- a. Check amperages of motors
 - b. Check temperature splits (should always be 20 degrees for DX equipment)
 - c. Verify the system has the factory charge
 - d. Check contactors
 - e. Verify thermostats are calibrated and programmed correctly
 - f. Check air flow across coils and wash coils if needed
 - g. Verify the volume of air produced is being received at the grilles and at the correct temperatures (for example a 5 ton system produces 1950 cfm at 55 degrees)
 - h. Check TXV and filter driers for obstructions and replace as needed
 - i. Check for leaks (condensate, oil, lubricants)
 - j. Keep the job site clean. Having an orderly and unobstructed view of the systems allows for problems to present themselves more easily and demonstrates the quality of services provided.
 - k. Check belt condition, tensions and adjustment of pulleys
 - l. Replace filter quarterly and check air flow across filters for obstructions
7. **Communication** – It is key to have a good relationship with the facilities manager. By having weekly discussions of current activities and monthly review meetings, the facilities manager is able to understand and justify why certain repairs need to be done.
8. **Innovative and creative approaches** – We have identified some of the cost saving measures at the City to ensure efficient operation.
- a. Salt air conditions lead to degradation and blocking of condenser coils. Ensuring the coils are clean and air flow thru the coils is accurate is key to maintaining the correct 20-degree delta T
 - b. Tighten electrical connections at each service. This will mitigate nuisance calls and inefficient use of electricity
 - c. Identify and repair minor water and refrigerant leaks. This will mitigate compressor/ fan motor failures and water damage issues to the roof.
 - d. Replace old disconnects and contactors to reduce the potential of damage and injury to equipment and staff
 - e. Clean out roof drains to minimize water leaks/damage to the roof

If you have any questions regarding our procedures or the above work plan, please do not hesitate to contact us.

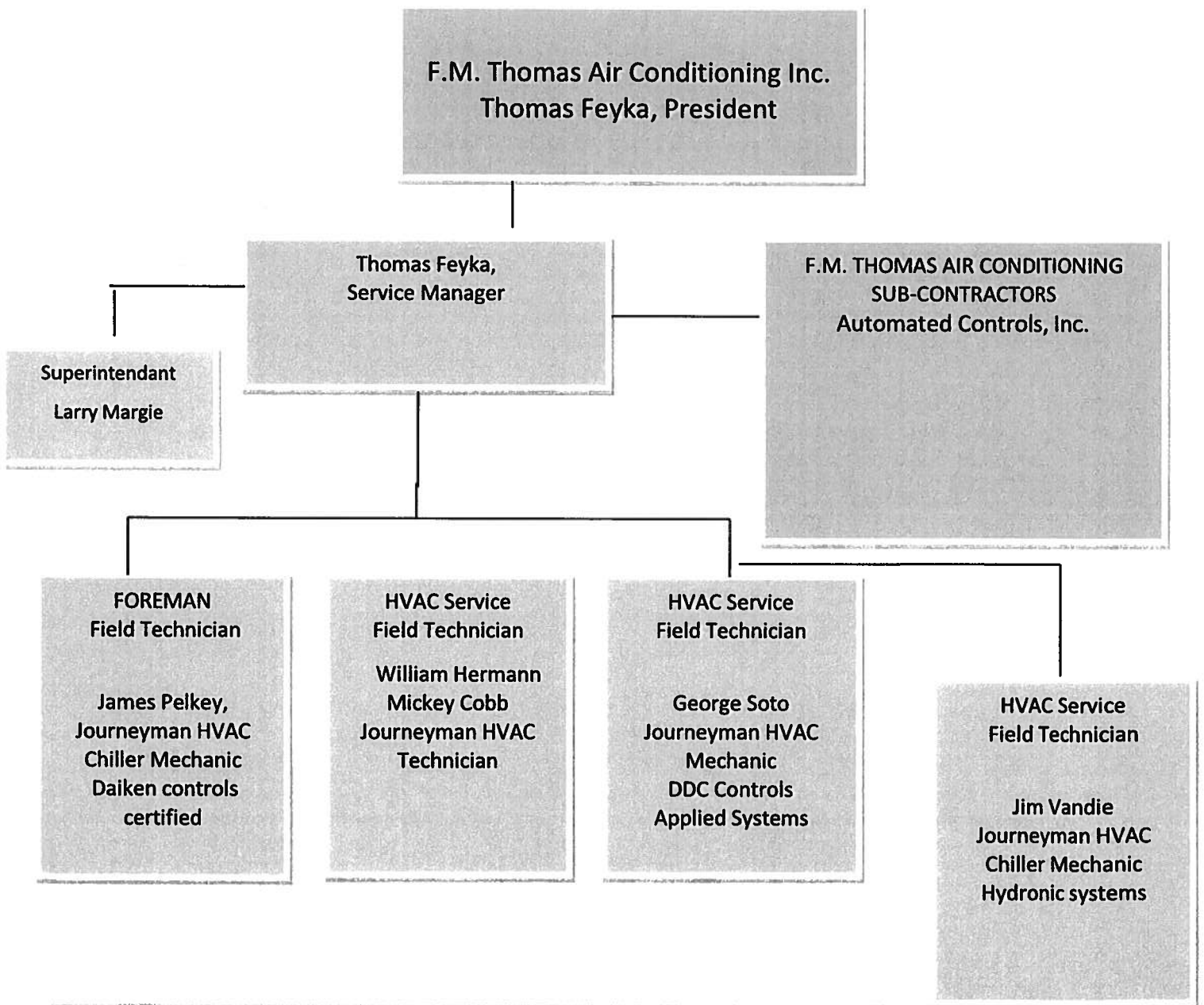
Sincerely,

Thomas Feyka, President

RFP No. 20-06 HVAC Mechanical System Repairs PROJECT TEAM organizational chart

5351.2 1.3 CORPORATE ORGANIZATIONAL CHART

1.3 Present an organization chart showing the key personnel for the project. Provide resumes of key personnel showing education, work experience and other credentials appropriate to performing the services.



F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECILISTS . . . Since 1974

Contractor License #313574

DIR #100003383

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

CONTRACTOR'S QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: City of Costa Mesa
RE: **RFP 20-06 HVAC Maintenance and Repair Services**
SUBMITTED BY: Thomas Feyka
NAME: F.M. Thomas Air Conditioning, Inc.
ADDRESS: 231 Gemini Avenue, Brea, CA 92821
PHONE NUMBER: (800) 660-0891 or (714) 738-1062 FAX: (714) 738-0886
COACHELLA
VALLEY ADDRESS: 72-788 Highway 111, B-1, Palm Desert, Ca 92260
COACHELLA
VALLEY PHONE: (760) 564-6060

Corporation Federal Tax Id: 95-2972859

1.0 How many years has your organization been in business as an air conditioning and refrigeration contractor?

Forty-four years.

2.0 How many years has your organization been in business under its present business name?

Forty-six years.

2.01. Under what other or former names has your organization operated?

n/a

3.0 Corporate Information:

3.01. Date of incorporation:	1974
3.02. State of incorporation	California
3.03. President's name:	Thomas Feyka
3.04. Vice-President's name:	Michael Feyka
3.05. Secretary's name:	Carolyn K. Feyka
3.06. Treasurer's name:	Carolyn K. Feyka

3.07. Chief Executive Officer Carolyn K. Feyka
4.0 Bidders Experience completing full coverage service contracts:

4.01. F.M. Thomas Air Conditioning has completed a number of full coverage contracts in the \$100,000 - \$500,000 range over the last 20 years. These have been with both public and private companies, including the following: St. Jude Medical Centers – Fullerton, City of Santa Clarita, City of Redlands, City of Costa Mesa, Bowers Museum.

4.01.1. These service contracts have included comprehensive maintenance and service per factory standards, energy audits, recommendations on systems replacement, and training/follow through with onsite client personnel.

4.01.2. Larry Margie and Randy Detwiler have both been field supervisors for these clients and are well versed on the management of full coverage contracts.

5.0 List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List state in which partnership or trade name is filed.

California Contractor's License #313574 (Air Conditioning, Refrigeration, Heating and Boilers), C20, C38, C4, & B (We service Los Angeles, Orange, Riverside, and San Bernardino Counties)

6.0 We normally perform the following work with our own forces:

We operate as a design-build retrofit, construction HVAC service contractor. We fabricate and install air conditioning sheetmetal duct systems/chilled & hot water pipe systems and direct expansion piping.

- Typically our strengths include retrofit and redesign of existing system(s).
- Planned maintenance contracts, air balance, controls, repairs and service to heating and cooling equipment, small rooftop package units including centrifugal/screws chillers, cooling towers and water piping systems.

*******CARRIER****YORK****TRANE*******

McQUAY**TURBOCOR**

- F.M. Thomas Air Conditioning, Inc. provides manufacturer level HVAC Direct Digital Control Systems: design/application, installation and service maintenance.

*******HONEYWELL****CARRIER*******

- Application/installation/service of ABB Variable Frequency Drives.

6.01. Pneumatic control calibration and service.

6.02. Full service on centrifugal/screw/scroll chillers.

- 6.03. Repairs to hot water boilers, heat pumps, strip and gas heaters of all types.
 - 6.04. Air balance and measurement of air delivery systems and necessary engineering and retrofit corrections.
 - 6.05. Planned maintenance agreements designed for your application equipment.
 - 6.06. Fast response for emergency service calls.
 - 6.07. Honeywell electronic DDC systems.
 - 6.08. Carrier CCN Certified Controls Contractor
 - 6.09. ABB Variable Frequency Drives
- 7.0 Have you ever failed to complete any work awarded to your company? If so, note when, where and why:
- No.
- 8.0 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation
- No.

See Appendix "A"

- 9.0 On a separate sheet, list major maintenance and service contracts that your organization has in progress, listing the owner, contract amount, and percent complete.

See Appendix "C"

- 10.0 On a separate sheet, list the construction experience of the key individuals of your organization.

See Appendix "B"

- 11.0 Trade References:

Russell Sigler/Carrier
PO Box 749472
Los Angeles, Ca 90074
714/578-5100

RSD
26021 Atlantic Ocean Drive
Lake Forrest, Ca 92630
949/380-1000

U.S. Air Conditioning
16900 E. Chestnut Street
City of Industry, Ca 91748
626/854-4500

12.0 Bank References:

Plaza Bank
18200 Von Karman Ave, Ste 150
Irvine, Ca 92612

Contact: Josh Najarro
(949) 502-4304

13.0 Name of Bonding Company and name and address of agent:

Commercial Surety Bonding Company
1411 No. Batavia St. Ste 111
Orange, Ca 92867

Shaunna Burchfiel
Ph – 714-516-1232
Fax – 714-516-9563

Dated at 231 Gemini Avenue, Brea, CA 92821 this 24th day of September, 2008

Name of Organization: F.M. Thomas Air Conditioning, Inc.
By: Thomas M. Feyka
Title: President

APPENDIX "A"

Our firm's primary interest is design, build, service and remodeling/construction projects. We have eighteen service technicians and sheetmetal workers. We are often involved with rebuilding major components of existing systems, including the refrigeration and sheet metal segments. Many of our service projects include pneumatic, electronic and electric control design or modification, which we provide as a regular function of our firm.

Our service calls include most types of air conditioners, compressors, controls and related applications. We also handle most types of heating such as gas furnaces, heat pumps, hot water boilers and electric resistive types. Other general areas are cooling towers, water pumps, motors and starters, centrifugal and reciprocating chillers, refrigeration and related devices.

Owner: Los Angeles County Office of Education
General Contractor: F.M. Thomas Air Conditioning
Contact: Charles Cusumano - 562-803-8280
Project Amount: \$300,000/ year – 3 years 2008-Present
Completion: On-Going
Project: Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Owner: Anaheim Union High School District
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contact: Darrel Adair – 714-999-3511
Project Amount: <\$100,000/year.
Completion: On-Going
Project: As needed Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Owner: City of Los Angeles - GSD
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contact: Bob Lombardo – 818-756-8641
Contract Amount: \$2,000,000/year. 5 year contract
Project Completion: On-Going
Project: Job Order Contract – Projects vary from service calls to large system replacements.

Owner: City of Bellflower
General Contractor: F.M. Thomas Air Conditioning
Contract Amount: <\$100,000 per year.
Contact: Jon TerKeurst – 562-804-1424 x2253
Project Completion: On-Going
Project: As needed Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Owner: Segerstrom Center for the Performing Arts
General Contractor: F.M. Thomas Air Conditioning
Contract Amount: <\$100,000 per year.
Contact: Rob Mahle – 714-556-2121 x6245
Project Completion: On-Going
Project: Repair and Service of chillers, controls, VFDs, and boilers as needed. Annuals as needed on chillers.

Owner: City of La Mirada
General Contractor: F.M. Thomas Air Conditioning
Contract Amount: \$100,000 per year.
Contact: Ed Hoover – 562-902-2385
Project Completion: On-Going
Project: As needed Service, Repair, and Replacement of systems across the school district. Equipment ranges from small package systems to central plants.

Retrofit/Construction

Owner: Augustine Casino
General Contractor: F.M. Thomas Air Conditioning
Contract Amount: \$225,000 plus HVAC services
Contact: Harold Rapp – 760-391-9500
Project Completion: On-Going
Project: Completed, Replaced Casino Air Conditioning Systems and as needed HVAC service.

Owner: Segerstrom Center for the Performing Arts
General Contractor: F.M. Thomas Air Conditioning
Contract Amount: \$225,000.00
Contact: Rob Mahle – 714-556-2121 x6245
Project Completion: 100%
Project: Remove and Replace two (2) 150 ton Fluid Coolers, Total Cooling Shutdown, Design/Build Platform modifications, 175 ton Crane Lift.

Owner: City of Los Angeles
General Contractor: F.M. Thomas Air Conditioning
Contract Amount: \$275,000
Contact: Bob Lombardo – 818-756-8641
Project Completion: July 1, 2012
Project: Design Adaptor Curbs to adapt ten (10) new Carrier units to existing down shaft openings. Included Rigging, Electrical modifications, Gas and Condensate, Smoke Detectors, Economizers.

APPENDIX “B”

Tom Feyka - President

Forty-eight years of industry experience. Founding owner of F.M. Thomas Air Conditioning, Inc. President for forty years.

- **Education:** AA degree from Los Angeles Trade Technical College, 45 class credits from business school at East Los Angeles Community college. Numerous factory technical schools.
- **Business Beliefs:**
Management – provide recognition of technical, sales and office staff. Create a learning opportunity to maintain technical leadership in our industry, encourage and direct policy to insure customer satisfaction, cost awareness, professional attitude, safety, quality workmanship and profitability.
- **Monitor:**
F.M. Thomas controller provides weekly financial performance work sheets compared to budget, bi-

weekly sales/financial meetings to evaluate performance, monthly supervisor meetings to update field matters and better understand the effect of F.M. Thomas policies.

- **Modify:**

Objective adjustment(s) to F.M. Thomas budgets/goals when feedback indicates revision is necessary. Seek outside input from banker, bonding agent, CPA, insurance as reference data to move forward with changes as economy improves or declines.

Carolyn Feyka - Chief Executive Officer

Carolyn is the Chairperson for the Executive Committee. Her background includes a B.A. degree from Cal State Fullerton and forty-one years at F.M. Thomas Air Conditioning, Inc

Randy Detwiler - Field Supervisor

Forty years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Randy has attended factory training classes from York, Carrier and Trane equipment manufacturers. He is also a certified Turbocor technician and Carrier CCN controls technician. Randy is responsible for project work that is installed and delivers the promises made to our clients.

Larry Margie - Field Supervisor

Thirty-three years in commercial HVAC as field technician, overhaul mechanic and troubleshooter. Larry has attended factory training classes from McQuay, York, Carrier and Trane equipment manufacturers. He is also qualified to work on Absorber chillers, refrigeration machines, and clean room applications.

Donald Gonzales – Manager, Sheetmetal Estimator

Twenty-four years in commercial HVAC as a sheetmetal Estimator. Don is responsible for application and estimation of design and spec work. Don is also familiar with large package units, fan coils and split systems for any type of installation. Don has worked in hospitals, schools, police and fire departments as well as other types of commercial and industrial buildings.

Michael Feyka – Business Development/Sales Manager

Graduate of Tulane University with a Bachelor of Science degree in business and finance. Michael has developed and coordinated software systems for marketing & sales as well as directing the Marketing Dept. Michael interacts with clients developing quotations involving HVAC service and retrofit of older systems.

Ron Outhier – Project Management

Thirty-three years in the commercial HVAC industry with extensive administrative/project management of HVAC construction projects. He is also an Instructor for Sheetmetal Apprenticeships.

APPENDIX "C"

Owner: City of Rancho Mirage
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contact: Bruce Harry – 760-770-3224
Contract Amount: \$50,000 per year plus service work.
Project Completion: ongoing
Project: Maintenance and Service of all city buildings.

Owner: KCET
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contact: Robert Kunstmann – 323-953-5210
Contract Amount: \$50,000+ ongoing service/maintenance
Project Completion: ongoing
Project: Maintenance and Service of all city buildings.

Owner: St. Mary Medical Center
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contact: Tom Mitchell – 760-792-6793
Contract Amount: N/A
Project Completion: ongoing
Project: Maintenance and Service of all city buildings.

Owner: City of Bellflower
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contact: John Terkeurst 562-254-8875
Contract Amount: \$12,000
Project at 100%
Project: Maintenance and Service of all city buildings.

Owner: California State University, Dominguez Hills.
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract: \$11,256.00
Project at 100%
Project: Remove and replace main fan bearings.

Owner: Braille Institute
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$669,000.00.
Project: 100%

Project: Provide two Trane Chillers with 5 Calmac Thermal Storage Tanks. Demo existing system and retrofit. Furnish and install Honeywell Excel 5000 Electronic Control System.

Owner: "MAS" Asset Management, 611 Wilshire
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$365,000.00
Project 100%

Project: Furnish 150 ton Carrier Screw Chiller and 300 ton Trane Centrifugal Chiller. Install Carrier and made operational. Disassemble Trane chiller, rig in Mechanical Room, reassemble, connect into piping system. Furnish new chilled water pumps, 60 HP and 125 HP and install. Make operational.

Owner: Pomona Valley Hospital.
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$730,000.00
Project at 100%

Project: Furnish 650 ton Trane Centrifugal Chiller, disassemble, rig into Mechanical Room, reassemble, connect into piping system, furnish 1,000 ton cooling tower and retrofit in existing system.

Owner: City of Los Angeles, Police Department – Southwest, Southeast, Wilshire, Hollywood, Devonshire.

General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$650,000.00
Completion: 100%

Project: Furnish and install Honeywell Control Systems; replace Carrier chiller, replace air handlers, clean ductwork.

Owner: Cal State Los Angeles
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$105,000.00
Completion: 100%
Project: Replace two Carrier chillers, library building

Owner: U.S. Federal Government, Fort Irwin
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$300,000.00
Completion: 100%
Project: Maintenance of chillers and related equipment

Owner: City of Redlands
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$25,000.00
Completion: 100%
Project: Re-tube Ajax boiler and restart

Owner: Federal Government; Edwards Air Force Base
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$110,000

Completion: 100%

Project: Reassemble, modify per Trane factory design, (2) CVHE Trane centrifugal chillers, covert to R123 refrigerant, design and install room ventilation system.

Owner: Department of Water & Power

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$135,000

Completion: 100%

Project: Recover 800 lbs. R11 (CFC), recycle, disassemble York centrifugal chiller, rig and mount 225 ton Carrier reciprocating chiller, reconnect piping and electrical.

Owner: City of Westminster, Police Dept.

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$15,000

Completion: 100%

Project: Complete disassemble OF Carrier 5H80 compressor, rebuild to Carrier specification.

Owner: Anaheim Union High School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$500,000

Completion: 100%

Project: Johnson Controls Metasys electronic control systems.

Owner: Cal State Dominguez Hills

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$65,000

Completion: 100%

Project: Replace obsolete HVAC package and retrofit existing systems

Owner: County of Riverside

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$26,500

Completion: 100%

Project: Replace leaking obsolete three way valves to current style.

Owner: Cal State San Bernardino

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$63,000

Completion: 100%

Project: Provide service and annual service

Owner: Huntington Beach Union High School District

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$220,000
Completion: 100%
Project: Remodel HVAC system

Owner: Cal Trans, Los Angeles Office
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$475,000
Completion: 100%
Project: Overhaul (3) ton centrifugal chillers, (Trane & Ton Rac)

Owner: Cal Poly, Pomona
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$600,000
Completion: 100%
Project: Emergency repairs to centrifugal chiller

Owner: Los Angeles, Dept. of Water and Power
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$347,950
Completion: 100%
Project: Emergency repairs to HVAC and electronic HVAC control

Owner: City of Westminster
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$40,965
Completion: 100%
Project: Repairs to Thermal Energy storage system

Owner: Lion Industries - China (Project located in San Bernardino)
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$58,123
Completion: 100%
Project: HVAC repairs and retrofit of HVAC system

Owner: Saddleback Unified School District
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$80,150
Completion: 100%
Project: HVAC retrofit of multi zone to Carrier VVT system; energy reduction

Owner: Whittier College
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$66,551
Completion: 100%
Project: HVAC maintenance and repairs

Owner: City of Ontario
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$161,697
Completion: 100%
Project: HVAC retrofit, controls upgrade and repair

Owner: Cal Poly, Pomona
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$48,000
Completion: 100%
Project: Overhaul and repairs on four centrifugal chillers covering

Owner: City of Fountain Valley
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$122,000
Completion: 100%
Project: Retrofit new Carrier HVAC including state of the art electronic temperature control system

Owner: Bell High School, Heat Reduction
General Contractor: Los Angeles, Unified School District
Contract Amount: \$829,000
Completion: 100%
Project: Install complete mechanical & electrical

Owner: Pomona Unified School District
General Contractor: None
Contract Amount: \$437,800
Completion: 100%
Project: Heat replacement, various schools

Owner: Mobil Oil, Torrance
General Contractor: McAlpine-Slayer Construction
Contract Amount: \$61,000.00
Completion: 100%
Project: New air conditioning system for office building.

Owner: Newport Mesa Unified School District
General Contractor: John Denton & Associates
Contract Amount: \$759,000
Completion: 100%
Project: Remove 18 roof air handlers, install new boiler and copper piping systems, pneumatic control system.

Owner: Laguna Arts Museum
General Contractor: Driver Eddy

Contract Amount: \$102,000
Completion: 100%
Project: Remodel of existing building, new air conditioning system

Owner: Chevron of California
General Contractor:
Contract Amount: \$116,000
Completion: 100%
Project: Design, fabricate and install cooling towers and control system for I.T.T. package multizone air conditioning system.

Owner: El Rancho Unified School District
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$3,750
Completion: 100%
Project: Electronic energy management control system for I.T.T. package multizone air conditioning system.

Owner: Garden Grove Unified School District
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$47,300
Completion: 100%
Project: Retube condenser and evaporator, total rebuild of compressor and related devices.

Owner: Lorbeer Junior High School
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$29,890
Completion: 100%
Project: Remove existing hot water boiler and storage tank. Design replacement boiler system and provide installation and start up. We are a licensed boiler contractor.

Owner: El Monte High School
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$12,000
Completion: 100%
Project: Remove existing compressor drive line and replace with Carrier condensing unit. Includes new piping and controls.

Owner: American Pharmaseal
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$13,500
Completion: 100%
Project: Install replacement 150 ton open drive compressor.

Owner: Newport Mesa U.S.D.

General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$38,000
Completion: 100%
Project: Install replacement 40 ton open drive compressor

Owner: Cyprus Mines and Research
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$16,000
Completion: 100%
Project: Install computer room air conditioners

Owner: Chevron, La Habra
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$41,000
Completion: 100%
Project: Install computer room air conditioners

Owner: Garvey School District
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$11,500
Completion: 100%
Project: Install replacement 40 ton open drive compressor

Owner: Los Angeles Department of Water and Power
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$400,000 (+)
Project Complete: 100% \$120,000, Johnson Controls, DDC System.
Project: HVAC retrofit, replacement electronic temperature control system.

Owner: Garvey School District
General Contractor: F.M. Thomas Air Conditioning, Inc.
Contract Amount: \$408,000
Project Complete: 100% design by F.M. Thomas Air Conditioning, Inc.
Completed December, 1996.
Project: Design, build and install heating and air conditioning system, 5 schools sites.

Owner: So. California Gas Company, City of Arcadia
General Contractor: So. California Gas
Contract Amount: \$350,000
Project Complete: 100% completed January, 1997
Project: ESO concept with S. Cal. Gas, retrofit of older HVAC equipment design and install Honeywell electronic control system.

Owner: Cal State Dominguez Hills
General Contractor: Owner directed

Contract Amount: \$60,000

Completion: 100%

Project: Install Johnson Controls Electronic Control System, graphics office building.

Owner: Cal Poly

General Contractor: Owner directed

Contract Amount: \$50,000

Completion: 100%

Project: Disassemble, project specialty machines to resolve serious casting misalignment problems.

Owner: Bank of Montreal, Sanwa Bank Building, Los Angeles

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$35,000

Completion: 100%

Project: Install pump system, cooling tower water and computer room air conditioning system, 49th floor.

Owner: Lanterman State Hospital

General Contractor: F.M. Thomas Air Conditioning, Inc.

Contract Amount: \$50,000

Completion: 100%

Project: Retrofit Trane centrifugal chillers, new style purge system and electronic contact panels.

EXHIBIT C
MAINTENANCE SCHEDULE

CITY OF COSTA MESA HVAC MAINTENANCE SCHEDULE 2020-2023

Page 1 of 2

Maintenance Frequency	Water Treatment	Package Units	Exhaust Fans	Air Compressors	Air Handlers	Multi-zone	Chiller	VFD	Computer room ac	Boiler	Cooling Tower
WEEKLY											
2.5 hours on site supervision (Time spread across all sites)											
MONTHLY											
scale and corrosion chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operating Inspection - cooling (April - October)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Operating Inspection - Heating (November - March)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
QUARTERLY											
Filter changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lockout/tagout	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check electrical connections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
check motor starters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Clean electrical enclosures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lube a/h motor/fan bearings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check belt tension and sheave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check condition of cond. Coils	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
check crankcase heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
check safety/cut out devices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
check operational controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check for rust/oil leaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Drain tank, check auto drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
check motor amperage/voltage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
check unit voltage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lubricate motors as required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Check Burners (December)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Check combustion/flue gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Discharge temperatures (seasonal)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Return air temperatures (seasonal)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check economizer dampers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check static vane (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check inlet/outlet water temp	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Check site glass	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check for error codes/fault hist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check manual bypass	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verify drive signal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check boiler flame (Nov-Feb)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Check boiler for noise/vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EXHIBIT D
FEE SCHEDULE

RATE SCHEDULE

BIDDER CERTIFIES BELOW THAT ALL RATES INCLUDE THE CURRENT CA DIR PREVAILING WAGE FOR JOURNEY-LEVEL CLASSIFICATIONS AND PROPOSED TECHNICIANS ARE FULL-TIME, PERMANENT STAFF OF THE BIDDER.

F.M. THOMAS AIR CONDITIONING

Thomas Feyka, President

Billing Rate Form

hourly billing rates for Technicians and Material/Rental mark-ups.

Line Item No.	Service Request/Work Orders – 24-hour on-site response	Hourly Rate
City of Costa Mesa		
1	Journeyman Technician Regular hourly rate (M-F) 7am 3.30 pm (1 st 8 hours)	\$150.00
2	Journeyman Technician Overtime hourly rate	\$225.00
3	Journeyman Technician Holiday hourly rate	\$250.00
4	Controls Regular hourly rate	\$165.00
5	Controls Overtime hourly rate	\$247.50
6	Controls Holiday hourly rate	\$330.00
	For informational purposes only:	Percentage
19	Material Mark-up	20%
20	Rental Mark-up	20%



F.M. Thomas Air Conditioning



MAINTENANCE AGREEMENT

Proposal Date	Proposal Number
June 10 th , 2020	MF9180

By and Between:

F.M. Thomas Air Conditioning
 231 Gemini Ave, Brea, Ca 92821
 Hereinafter **CONTRACTOR**

AND

City of Costa Mesa
 77 Fair Drive, Costa Mesa, Ca 92628
 Hereinafter **CUSTOMER**

Contractor will provide the services described in the F.M. Thomas Air Conditioning Maintenance Program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth in the Maintenance Agreement.

**F.M. Thomas Air Conditioning Services will be provided at the following location(s):
City of Costa Mesa - Exhibit A**

**Attn: Stephanie Urueta
Purchasing**

MAINTENANCE AGREEMENT

1st Year AGREEMENT coverage will commence on **August 1st, 2020** The **AGREEMENT** price is **\$54,223.00**
Per year, payable **\$13,555.75** per **QUARTER**. This **AGREEMENT** will be in effect from **August 1st, 2020**
through **July 31st, 2021**

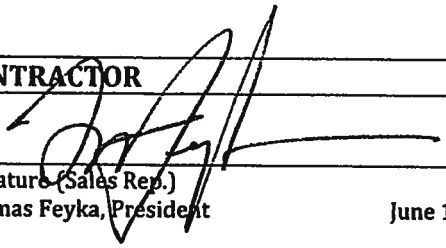
2nd Year AGREEMENT coverage will commence on **August 1st, 2021** The **AGREEMENT** price is **\$54,223.00**
Per year, payable **\$13,555.75** per **QUARTER**. This **AGREEMENT** will be in effect from **August 1st, 2021**
through **July 31st, 2022**

3rd Year AGREEMENT coverage will commence on **August 1st, 2022** The **AGREEMENT** price is **\$54,223.00**
Per year, payable **\$13,555.75** per **QUARTER**. This **AGREEMENT** will be in effect from **August 1st, 2022**
through **July 31st, 2023**

4th Year AGREEMENT coverage will commence on **August 1st, 2023** The **AGREEMENT** price is **\$54,223.00**
Per year, payable **\$13,555.75** per **QUARTER**. This **AGREEMENT** will be in effect from **August 1st, 2023**
through **July 31st, 2024**

5th Year AGREEMENT coverage will commence on **August 1st, 2024** The **AGREEMENT** price is **\$54,223.00**
Per year, payable **\$13,555.75** per **QUARTER**. This **AGREEMENT** will be in effect from **August 1st, 2024**
through **July 31st, 2025**

*** a request for an increase that is equal to or less than the Consumer Price Index (CPI) may be submitted to the City for review and approval for years 3,4, and 5.

CONTRACTOR		CUSTOMER	
			
Signature (Sales Rep.) Thomas Feyka, President	June 10 th , 2020	Signature (Authorized Rep.)	
Print Name & Title	Date	Print Name & Title	Date

Annual service cost												\$485.00	
New Corporate yard - 2310 Placentia av													
Wash coils	\$200.00	\$0.00	\$0.00	\$0.00	\$24.00				X				
Replace air filters	\$600.00	\$40.00	\$0.00	\$0.00	\$0.00				X				
Electrical inspection, testing, amps	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
Thermostats / controls	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00					X			
Change belts	\$100.00	\$0.00	\$60.00	\$0.00	\$0.00				X				
exhaust fans	\$200.00	\$0.00	\$0.00	\$0.00	\$15.00				X				
infrared heaters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
boiler/pump services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
Annual controls services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					X			
Quarterly service cost												\$391.00	
Annual service cost												\$1,564.00	
Downtown Recreation Ctr - 1860 anah													
Wash coils	\$200.00	\$0.00	\$0.00	\$0.00	\$24.00				X				
Replace air filters	\$600.00	\$40.00	\$0.00	\$0.00	\$0.00				X				
Electrical inspection, testing, amps	\$550.00	\$0.00	\$0.00	\$0.00	\$50.00				X				
Thermostats / controls	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00					X			
Change belts	\$150.00	\$0.00	\$30.00	\$0.00	\$0.00				X				
exhaust fans	\$300.00	\$0.00	\$0.00	\$0.00	\$54.00				X				
infrared heaters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
boiler/pump services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
Annual controls services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					X			
Quarterly service cost												\$505.75	
Annual service cost												\$2,023.00	
Mesa Verde Library - 2969 Mesa Verde													
Wash coils	\$100.00	\$0.00	\$0.00	\$0.00	\$12.00				X				
Replace air filters	\$300.00	\$20.00	\$0.00	\$0.00	\$0.00				X				
Electrical inspection, testing, amps	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
Thermostats / controls	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00					X			
Change belts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
exhaust fans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
infrared heaters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
boiler/pump services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				X				
Annual controls services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					X			
Quarterly service cost												\$189.25	
Annual service cost												\$757.00	

RATE SCHEDULE

BIDDER CERTIFIES BELOW THAT ALL RATES INCLUDE THE CURRENT CA DIR PREVAILING WAGE FOR JOURNEY-LEVEL CLASSIFICATIONS AND PROPOSED TECHNICIANS ARE FULL-TIME, PERMANENT STAFF OF THE BIDDER.

F.M. THOMAS AIR CONDITIONING

Thomas Feyka, President

Billing Rate Form

hourly billing rates for Technicians and Material/Rental mark-ups.

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For informational purposes only:		Percentage
19	Material Mark-up	20%
20	Rental Mark-up	20%

EXHIBIT E
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.