



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Mesa Energy Systems, Inc. dba EMCOR Services, Mesa Energy
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Luis Hernandez
Period of Performance for Contract:	November 1, 2023-July 31, 2028
Not to Exceed Amount of Contract:	\$256,476.00 (Two Hundred Fifty-Six Thousand Four Hundred and Seventy-Six Dollars)
Scope of Work for Contract:	Perform services as required for proper maintenance of the city's equipment.

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other: N/A

Proper documentation is required and must be attached.

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

City of Calabasas/ Mesa Energy Systems Inc. dba EMCOR Services Mesa Energy

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Mesa Energy Systems, Inc. dba EMCOR Service Mesa Energy a California corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: provide Heating, Ventilation and Air Conditioning (HVAC) systems services as required for proper maintenance of the city’s equipment. Specifically, the HVAC Contractor shall perform the following tasks as required for proper maintenance: clean or replace filters, oil motors and blowers, check refrigerant pressures, check electric motor amperage(s), check and adjust controls including thermostats, switches, valves and relays, condensate drains, adjust louvers, as required, for minor air balance, and check heat exchanger and vents, check and clean burners mixing tubes and pilots. These services will be performed at City Hall, Calabasas Library, Senior Center, Community Center, Juan de Anza Park, and Creekside Park.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **July 24, 2023** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in

Consultant's **July 24, 2023** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

- 3.3 "Commencement Date": November 1, 2023.
- 3.4 "Expiration Date": July 31, 2028.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date (meaning once all parties have signed) and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Fifty-Six Thousand, Four Hundred and Eighty Dollars (\$256,476.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Henry

Stearns shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using

Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers shall, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every

subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with combined single limit of not less than One Million Dollars (\$1,000,000) per accident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees

employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Jose Luis Hernandez
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Mesa Energy Systems Inc. dba
EMCOR Services Mesa Energy
861 Lawrence Dr
Thousand Oaks, CA 91320
Attn: Paul Gummesson, Account
Manager
Telephone: (805) 660-3995
Email: Paulgummesson@emcor.net

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19. PREVAILING WAGES

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Mesa Energy Systems Inc. dba EMCOR Services Mesa Energy

calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy

By: _____
Philip Lanzafame, Interim
Public Works Director

By: _____
Henry Stearns, Branch Manager

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Paul Gummesson, Account Manager

Date: _____

Date: _____

By: _____
David Shapiro, Mayor

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

SCOPE OF SERVICES: The successful HVAC Contractor shall perform services as required for proper maintenance of the city's equipment. A partial equipment list is included. Specifically, the HVAC Contractor shall perform the following tasks as well as other tasks as required for proper maintenance: clean or replace filters, oil motors and blowers, check refrigerant pressures, check electric motor amperage(s), check and adjust controls including thermostats, switches, valves and relays, condensate drains, adjust louvers, as required, for minor air balance, check heat exchanger and vents, check and clean burners mixing tubes and pilots.

Scope Of Work


“SCOPE OF SERVICES The successful HVAC Contractor shall perform services as required for proper maintenance of the city’s equipment. A partial equipment list is included. Specifically, the

HVAC Contractor shall perform the following tasks as well as other tasks as required for proper maintenance: clean or replace filters, oil motors and blowers, check refrigerant pressures, check electric motor amperage(s), check and adjust controls including thermostats, switches, valves and relays, condensate drains, adjust louvers, as required, for minor air balance, check heat exchanger and vents, check and clean burners mixing tubes and pilots.”

All scopes following, include the required service as defined in the RFP, and are above and beyond requirements.

AIR COOLED CHILLER

Operational Inspection

- 
1. Check and calibrate control switches pressure and temperature.
 - a. Pressure:
 - High pressure
 - Oil pressure
 - Minimum oil pressure
 - b. Temperature:
 - Refrigerant low temperature cut out
 - Chilled water load recycle
 - Oil heater temperature thermostat
 2. Check and calibrate all gauges and thermometers.
 - a. Gauges:
 - Cooler, condenser and oil pressure
 - b. Thermometers:
 - Chilled water inlet and outlet
 - Condenser water inlet and outlet
 3. Inspect and tighten all electrical connections on the following:
 - a. Compressor motor magnetic starter
 - b. Oil pump motor magnetic starter
 - c. Chilled water pump motor magnetic starter(s)
 - d. Chiller control panel
 4. Check and record voltage and amperage on all motors in above listed items and record.
 5. Inspect oil cooler solenoid strainer and temperature-controlled water regulating valve.
 - a. Set temperature-controlled water regulator to control oil temperature when compressor is in operation.
 6. Check operation of chiller and operating controls (pneumatic and electric).
 7. Check operation of control module:
 - a. Chilled water set point.
 - b. Full load amperage calibrations.
 - c. Demand limit set point.
 8. Provide written service report and log to building maintenance-engineering department.



AIR COOLED CHILLER ANNUAL INSPECTION

1. Run unit and check operation. Advise on condition of unit before starting annual shutdown inspection.
 - a. Verify operation of oil heater thermostat.
2. Leak test chiller prior to performing repairs on chiller. Advise on condition.
 - a. Leak test of unit will be performed in compliance with EPA and SCAQMD Rule 1415 by a certified auditor. Record keeping shall be the responsibility of the equipment owner or operator.
 - b. All leaks not covered within this work scope should be repaired to conform to EPA and SCAQMD rule 1415 and EPA 608.
3. Change filtration elements in oil circuits where applicable.
 - a. Oil supply filter(s)
 - b. Oil supply drier(s)
 - c. Oil recovery filter(s) or strainer(s)
4. Change filtration elements in refrigerant circuit where applicable.
 - a. Refrigerant filters
 - b. Refrigerant drier cores
5. Check and calibrate control switches pressure and temperature.
 - a. Pressure:
 - High pressure
 - Oil pressure
 - Minimum oil pressure
 - b. Temperature:
 - Refrigerant low temperature cut out
 - Chilled water load recycle
 - Oil heater temperature thermostat
6. Check and calibrate all gauges and thermometers.
 - a. Gauges:
 - Cooler, condenser and oil pressure
 - b. Thermometers:
 - Chilled water inlet and outlet
 - Condenser water inlet and outlet
7. Inspect, disassemble as necessary, clean and tighten all electrical connections on the following:
 - a. Compressor motor magnetic starter
 - b. Oil pump motor magnetic starter
 - c. Chilled water pump motor magnetic starter(s)
 - d. Chiller control panel
8. Perform megger test on all motors in above item and record.
9. Check and record voltage and amperage on all motors in above item and record.
10. Inspect, clean and flush oil cooler solenoid strainer and temperature controlled water-regulating valve. Set temperature controlled water regulator to control oil temperature while compressor is in operation.
11. Provide written service report and log to building maintenance-engineering department.



PUMPS AND MOTORS

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations
3. Tighten all nuts and bolts. Check motor mounts and vibration pads. Replace and adjust when authorized.
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Inspect mechanical seals. Inspect pump packing.
8. Verify gauges for accuracy.
9. Check and clean strainers and check hand valves (when performing an annual service only).

CENTRAL FAN SYSTEMS – AIR HANDLERS

1. Inspect fan assembly and report any abnormalities.
2. Lubricate fan bearings per manufacturer's recommendation.
3. Lubricate motor bearings per manufacturer's recommendation.
4. Check belts and sheaves. Replace and adjust when authorized.
5. Check motor mounts and vibration pads.
6. Check motor operating conditions.
7. Inspect electrical connections and contactors.
8. Lubricate and adjust associated dampers and linkage.
9. Check fan operation.
10. Clean outside air intake screen.
11. Check and clean drains and drain pans (when performing an annual service only).
12. Check heating and cooling coils for proper operation
13. Change Pre filters **quarterly**. Hepa 12" BAG/Box Filters are **not** included and can be offered on a separate quote.
14. Replace belts when advised under T&M.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Check condenser fan motors bearing play and amp draw
2. Check amp draw on compressors
3. Check for temperature drop across filter dryer
4. Check voltage across contactors
5. Visually inspect for leaks.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Check compressor oil level. If applicable.
8. Check and test all operating and safety controls.
9. Check operating conditions. Report any abnormalities.
10. Clean Condenser coils **annually**.

SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings as required.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe and clean as required.
5. Inspect belt and adjust tension as required. Replace and adjust when authorized.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change replaceable filters and/or flush and clean washable filters **quarterly**.



BOILER OPERATIONAL MAINTENANCE

1. Visually inspect boiler pressure vessel for possible leaks and record condition.
2. Check hand valves and automatic feed equipment. Repack and adjust as required.
3. Check fuel piping for leaks and proper support.
4. Check burner sequence of operation and combustion air equipment.
5. Review manufacturer's recommendation for boiler and burner start-up.
6. Check fuel supply.
7. Check auxiliary equipment operation.
8. Inspect burner, boiler and controls prior to start-up.
9. Start burner, check operating controls.
10. Test safety controls.

BOILER ANNUAL MAINTENANCE

1. Includes tasks 1-10 above.
2. Inspect fireside of boiler and record condition.
3. Brush soot and dirt from combustion chamber.
4. Inspect refractory for defects.
5. Inspect hot surface ignitor and flame sensor.
6. Inspect, clean and lubricate the burner and combustion air equipment.
7. Inspect burners for any cracks or wear
8. Clean burners to manufactures recommendations
9. Inspect electrical cabinet for any abnormalities or defects.
10. Lubricate circulating pump

EXHAUST FAN MAINTENANCE

1. Inspect belt and adjust tension as required. Replace and adjust when authorized.
2. Inspect shiv/pulley for wear. Replace and adjust when authorized.
3. Inspect, clean and lubricate the motor and bearings as required.
4. Inspect electrical.



Service Agreement Terms & Conditions

This agreement (the "Agreement") is made between **City of Calabasas** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **100 Civic Center Way, Calabasas CA**, and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should *City of Calabasas* choose to pay via credit card, *City of Calabasas* shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access.
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services.
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.



9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor.
Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Five (5) years** commencing **TBD 2023** and terminating **TBD 2028** unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and.
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.



EXHIBIT B
APPROVED FEE SCHEDULE

Schedule I – Pricing & Invoicing

Cost by Site:

City Hall	\$ 18,348.00
Library	\$ 5,799.00
Senior Center	\$ 6,603.00
Community Center	\$ 8,891.00
Juan de Anza Par	\$ 3,349.00
Creekside Park	\$ 3,640.00
Total:	\$46,632.00 Billed Quarterly @ \$11,658.00

233160 5- years

This agreement shall begin **TBD 2023**, unless checked, initialed, and noted otherwise here:

Month/Year: **TBD 2023**

Customer
Initials

EMCOR / Mesa Initials

and continue for a period of **Five (5) years**. This agreement will automatically renew and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with The City of Calabasas

Sincerely,

Paul Gummeson

Paul Gummeson
Account Manager
Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:



CITY of CALABASAS

Contractor:

Mesa Energy Systems Inc.
(dba EMCOR Services Mesa Energy)



By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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RFP Responses:

Cost Breakdown

These rates are discounted from our non-contracted, street rate pricing.

Service during regular business hours:

Unitary Contract Rate: \$170.00

Applied & Automation Contract Rate: \$185.00

Service during afterhours:

1.5x regular rate shown, for Holidays it will be 2x regular rate above.

Unitary Contract Rate: \$255.00 + Service Emergency Admin Fee + \$95.00

Applied & Automation Contract Rate: \$277.50 + Service Emergency Admin Fee + \$95.00

Additional Fees may apply including:

- Consumable \$25 Per Visit
- Environmental/PPE \$30 Per visit
- Technology Fee \$47 Per visit (Controls / Automation)
- Truck Charge \$130 Per visit (Per Technician)
- Service Emergency Admin Fee \$95 After hours dispatching service admin fee
- Specialty Tools & Service Fees \$75 Single use Specialty Tool (Level 1)
- Specialty Tools & Service Fees \$175 Single use Specialty Tool (Level 2)
- COVID Test Fees \$135 Per Tech Per Test

Descriptions of Fees:

Consumable - This fee helps us offset the costs of small items a Technician may use while on the job such as: Cleaners, lubricants like WD40, rags, wire ties, etc.

Environmental/PPE - This fee helps us recover the cost of staying compliant with all regulatory and Bio Safe requirements: i.e.: Bio masks, bio safe chemicals, Virus control PPE, and the disposal of bio and general Hazmat materials.

Technology - This fee covers the cost of maintaining the most current software updates, which will help our Technicians optimize your HVAC systems



Truck Charge – The Truck Charge is a fee to help cover the rolling costs of vehicle operation; those costs include: Fuel, oil, tires; insurance & basic vehicle maintenance. Our objective is to be able to serve you promptly and safely 24 hrs. a day.

Service Emergency Admin Fee - This fee covers the cost of the staff who manage the after-hours service emergency calls coordination.

Specialty Tools & Service Fees (Level 1) - Any single use Specialty Tool used such as: power washer; vibration analyzer; laser ailment; any refrigerant recovery; vacuum pump; weld or brazing; water heater; rigging equip; flow hood; freeze kit; CO2; Nitrogen used; tube brusher; combustion analyzer; data logging equip (meters); coil cleaned

Specialty Tools & Service Fees (Level 2) – When Multiple Specialty Tools are used; for services such as the following: compressor change out; leak check and repairs; (electrical, plumbing or piping work)

COVID Test fees - To be used in the event that we are asked to provide a Covid Test to one of our employees on the request of a customer. This fee covers the cost of the self-test kit, 1 hour of employees' time; admin's time to communicate the results to a customer

Start Date Availability: Mesa Energy Systems, Inc will be able to commence starting contracted work immediately following acceptance and a fully executed contract.

“If made by a corporation, the bids must show the name of the state under which the laws of the corporation were chartered, and the names, titles and address of the president, secretary, treasurer, manager and agent for service of process.”

Please see attached documents included in packet, for all required information.



Contractors responding to this RFP for HVAC systems maintenance must be Carrier certified to maintain in good standing the city's warranty with Carrier Corporation.

We have currently more than 15 employees certified by Carrier, one of our local staff is pictured below.

Additionally, a few statistics provided by our Vice President of Sales Devin Ernst provided below.

Mesa Applied Stats 7/2023

- 101 total chiller technicians
 - Defined as someone who spends >50% on chillers over 100 tons
- OEM Certifications by Manufacturer
 - >20 York
 - **>15 Carrier**
 - 10 McQuay/Daikin
 - 10 Trane
 - 1 Smardt
 - >10 Multistack
- 553 chiller maintenance agreements
 - \$10.7M total revenue
 - 1,382 chillers serviced under contract
 - 497,700 cumulative tonnage
 - 30 Full Responsibility Coverage agreements



Schedule II - List of Covered Equipment & Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	Quarterly
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Pleated Filters Replacement 1",2"	Quarterly

Customer Acknowledgement:

Customer (City of Calabasas) acknowledges that the below information in "Schedule II -List of Covered Equipment & Tasks" equipment, quantities, and materials is correct, anything outside of the below equipment and filter list is excluded from contract.

X _____ Date _____



City Hall
100 Civic Center Way

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● SAN FRANCISCO ● PHOENIX ● LAS VEGAS ● RENO

Item #	System	Qty	Make	Model	Serial	Size	Location
1	CH-1	1	Carrier	30XAA1006F---05033	4507Q91886	100 Ton	Central Plant
2	CH-2	1	Carrier	30XAA1006F---05033	4507Q91887	100 Ton	Central Plant
3	B-1	1	Parker Boiler	G672R (L)	965298	672K BTU	Central Plant
4	B-2	1	Parker Boiler	G672R (L)	965298	672K BTU	Central Plant
5	ET-1	1	Wessels Co.	Expansion Tank B-200			Central Plant
6	ET-2	1	Wessels Co.	Expansion Tank B-200			Central Plant
7	CHWP-1	1	Baldor/ B&G	EM3710T/ 1510-2BC	37H244T859	7.5 HP	Central Plant
8	CHWP-2	1	Baldor/ B&G	EM3710T/ 1510-2BC	37H244T859	7.5 HP	Central Plant
9	HHWP-1	1	B&G	1510-1-1/4AC			Central Plant
10	HHWP-2	1	B&G	1510-1-1/4AC			Central Plant
11	AHU-4	1	Energy Labs	C5654-FC-L		7.5 HP	City Hall Chamber
12	AHU-5	1	Energy Labs	C7460-FC-L		15 HP	City Hall 1 st
13	AHU-6	1	Energy Labs	C8260-FC-L		15 Hp	City Hall 2 nd
14	CU-1	1	Carrier	38HDR024---321	2513X92197	2 Ton	Utility Room
20	CU-2	1	Carrier	38HDR024---301	3206X92808	2 Ton	Utility Room
21	CU-6	1	Carrier	38HDR024---301	3206X92780	2 Ton	Utility Room
22	CU-7	1	Carrier	38HDR024---321	3614X92083	2 Ton	Utility Room
23	CU-8	1	Carrier	38HDR024---301	3206X92809	2 Ton	Utility Room
24	CU-9	1	Carrier	38HDR024---301	3206X92810	2 Ton	Utility Room
25	FC-1	1	Carrier	40QA024		2 Ton	
26	FC-2	1	Carrier	40QA024		2 Ton	
27	FC-6	1	Carrier	40QA024		2 Ton	
28	FC-7	1	Carrier	40QA024		2 Ton	
29	FC-8	1	Carrier	40QA024		2 Ton	
30	FC-9	1	Carrier	40QA024		2 Ton	
31	CU-3	1	Carrier	38HDR024---3		2 Ton	1 st Floor Roof N.
32	FC-3	1	Carrier	40QA024		2 Ton	
33	CU-4	1	Lennox	MWMA024S4-2P		2 Ton	1 st Floor Roof N.
34	CU-5	1	Lennox	MWMA024S4-2P		2 Ton	1 st Floor Roof N.
35	FC-4	1	Lennox	MLA024S4S-1P		2 Ton	
36	FC-5	1	Lennox	MLA024S4S-1P		2 Ton	
37	EF-6	1	Greenheck	SP-A390			Showers 137
38	EF-7	1	Greenheck	SP-A390			Work Room 234
39	EF-8	1	Greenheck	GB-121-4			CP Electric
40	EF-9	1	Greenheck	BSQ-100-5			Room 109,114,115,117
41	EF-10	1	Greenheck	CSP-A7000			Room 211- 213
42	RF-1	1	Greenheck	QEI-22			AHU-5
43	RF-2	1	Greenheck	QEI-22			AHU-6





Calabasas Library
200 Civic Center Way

Item #	System	Qty	Make	Model	Serial	Size	Location
1	AHU1	1	Energy Labs	C6686	2007	15 HP	Rooftop Library
2	AHU2	1	Energy Labs	C6686-FC-L	2007	15 HP	Rooftop Library
3	AHU3	1	Energy Labs	C5580-FC-L	2007	10 HP	Rooftop Library
4	CU-4	1	Carrier	38HDR024-301	3206X92782	2 Ton	Rooftop Library
5	CU-#	1	Carrier	38HDR024-321	2513X92194	2 Ton	Rooftop Library
6	FC-4	1	Carrier	N/A	N/A	2 Ton	Library Interior
7	FC-#	1	Carrier	N/A	N/A	2 Ton	Library Interior
8	EF-1	1	Greenheck	GB-121-4-X	11053316 0712	N/A	Rooftop Library
9	EF-2	1	Greenheck	GB-071-4-X	11053317 0712	N/A	Rooftop Library
10	EF-3	1	Greenheck	GB-091-4-X	11053318 0712	N/A	Rooftop Library
11	EF-4	1	Greenheck	GB-071-4-X	11053319 0712	N/A	Rooftop Library
12	EF-11	1	Greenheck	GB-101-4-X	11053321 0712	N/A	Rooftop Library





Calabasas Senior Center
300 Civic Center Way

Item #	System	Qty	Make	Model	Serial	Size	Location
1	CU/1A	1	Daikin	REYQ144TYDN	1511059369	12 Ton	Utility Room
2	CU/1B	1	Daikin	REYQ144TYDN	1507081306	12 Ton	Utility Room
3	FC 1-12	12	Daikin	FXMQ24		2 Ton	Interior
4	EF1-3	3	N/A	Multiple		Multiple	Kitchen, Elevator, Bathroom.

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Calabasas Creekside Park
3655 Old Topanga Canyon Rd.

Item #	System	Qty	Make	Model	Serial	Size	Location
1	HP-1	1	Carrier	25HCE418AP030111	3922X74232	1.5 Ton	Exterior Cage
2	HP-2	1	Lennox	ML14XP1-060-233A01	5822C05565	5 Ton	Grasshopper
3	HP-3	1	Bryant	661CPX060000AEAA	1002E00412	5 Ton	Dragonfly
4	HP-4	1	Carrier	25HCE460A500	2822E04041	5 Ton	Exterior Cage
5	HP-5	1	Goodman	CPE60-3B	9506020064	5 Ton	Butterfly
6	HP-6	1	Goodman	CPE36-1AB	Illegible	3 Ton	Exterior Cage
7	FC- 1-6	6	Multiple	Multiple			Attic space
8	WC-CU	1	Copeland	AJ600FT-205-J7	04L210931389396		Exterior Cage
9	WC-EV	1	LRC	SL-700	140901-9505	7,000 BTU	Walk In Cooler
10	WF-CU	1	Copeland	FJAL-A103-CFV-001	03A51100H	5,000 BTU	Exterior Cage
11	WF-EV	1					Walk In Freezer

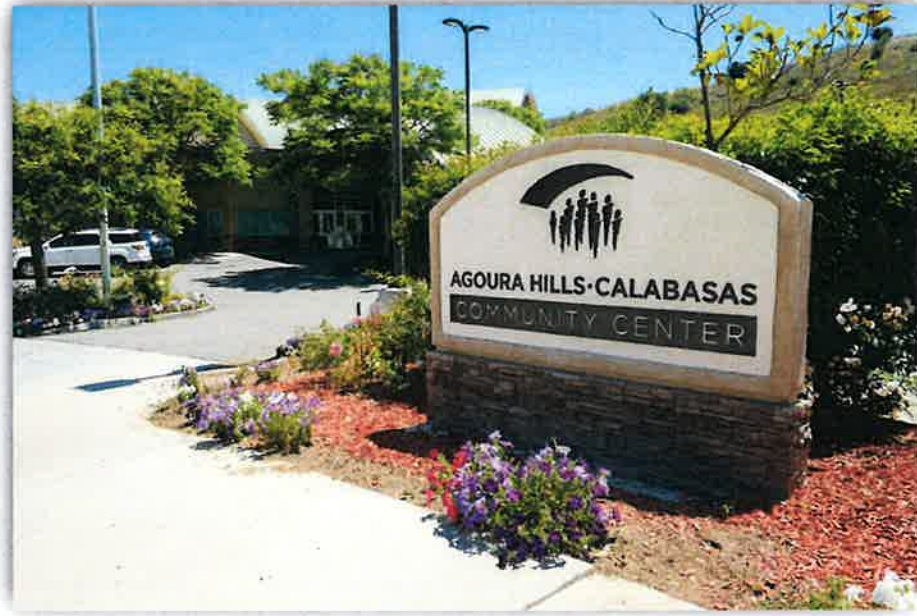




Juan Bautista de Anza Park
3701 Lost Hills Road

Item #	System	Qty	Make	Model	Serial	Size	Location
1	CU-1	1	McQuay	ALP027C	56E8140501	25 Ton	Ground Level
2	CU-2	1	Bryant	650ANX024000ACAA	0900E07212	2 Ton	Roof
3	AH-1	1	McQuay	LSL (Illegible)			Mechanical Closet
4	AH-2	1	Bryant			2 Ton	Attic Space





**Agoura Hills- Calabasas
Community Center
27040 Malibu Hills Rd.**

Item #	System	Qty	Make	Model	Serial	Size	Location
1	AC-1	1	Trane	YCD151C3LOAA	P10105208D/1999	12.5 Ton	Roof
2	AC-2	1	Trane	YCH091D3LOBE	P10103482D/1999	7.5 Ton	Roof
3	AC-3	1	Trane	YCH074C30BE	P10103476D/1999	6 Ton	Roof
4	AC-4	1	Trane	YCH151C3H0AA	P10102747D/1999	12.5 Ton	Roof
5	AC-5	1	Trane	YCH151C3LOAA	P11100906D/1999	12.5 Ton	Roof
6	AC-6	1	Trane	YCH151C3H0AA	P10105267D/1999	12.5 Ton	Roof
7	AC-7	1	Trane	YCH151C3H0AA	P10102746D/1999	12.5 Ton	Roof
8	AC-8	1	Trane	YCH301C3H0AB	P10102753D/1999	25 Ton	Roof
9	AC-9	1	Trane	YCH301C3H0AB	P10102752D/1999	25 Ton	Roof
10	AC-10	1	Trane	YCD121C3h0AA	P08102390D/1999	10 Ton	Roof
11	AC-11	1	Trane	YCH074C3LOBE	P10101715D/1999	6 Ton	Roof
12	CU-1	1	Carrier	38HDC018341	2199X71180/1999	1.5 Ton	Roof
13	FC-1	1	Carrier			1.5 Ton	Attic
14	EF-1	1					Roof
15	EF-2	1					Roof



NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)