

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CONTROL AIR ENTERPRISE, doing business as  
CONTROL AIR CONDITIONING SERVICE CORPORATION

HVAC Agreement for Riverside's Power Plants (RFP No. 1876)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and CONTROL AIR ENTERPRISE, doing business as CONTROL AIR CONDITIONING SERVICE CORPORATION, a sole proprietorship ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with HVAC Agreement for Riverside's Power Plants (RFP No. 1876) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 1, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Sixty-Six Thousand Three Hundred Twenty-One Dollars (\$366,321.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities Department  
City of Riverside  
Attn: Lily Cardenas  
3900 Main Street  
Riverside, CA 92522

To Consultant

Control Air Enterprise, dba Control Air  
Conditioning Service Corporation  
Attn: Scott Havrisik  
5200 E. LaPlama Avenue  
Anaheim, CA 92807

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## 11. Indemnification.

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.**

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.**

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.**

These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**12.4 Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination



date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation


Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation


CONTROL AIR ENTERPRISE, doing business  
as CONTROL AIR CONDITIONING SERVICE  
CORPORATION, a sole proprietorship


By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Ken Ellis  
[Printed Name]  
President & CEO  
[Title]

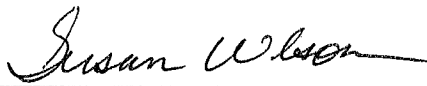
Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By:  \_\_\_\_\_  
Chief Financial Officer

By:  \_\_\_\_\_  
Greg Rummel  
[Printed Name]  
CEO  
[Title]

Approved as to Form:

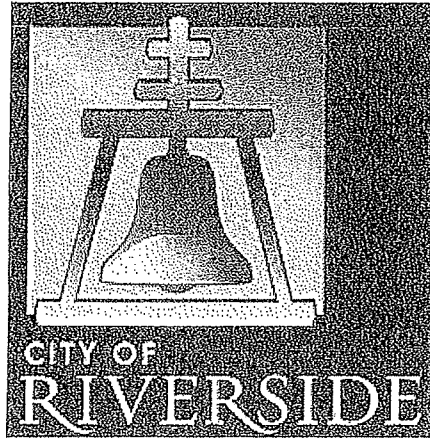
By:  \_\_\_\_\_  
Chief Assistant City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**



Control Air Conditioning  
Service Corporation



December 13, 2018

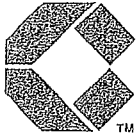
Control Air Conditioning Service Corp.  
5200 E. La Palma Ave.  
Anaheim, CA 92807  
Contact Person: Mr. Spencer Weisel  
[sweisel@controlac.com](mailto:sweisel@controlac.com)  
(714) 856-4768

Mr. Jairo Cortez  
City of Riverside – Power Generation  
Procurement and Contract Specialist  
[jcortez@riversideca.gov/bids](mailto:jcortez@riversideca.gov/bids)  
951-826-5928

Dear JC:

Control Air is pleased to present the below submission for HVAC maintenance for the City of Riverside-Power Generation. Since our incorporation in 1978, we have grown into the most prestigious full mechanical contracting and service firm in California, servicing thousands of clients over the past 37 years.

Our Service division has 26 internal staff and 45 field technicians, and as an incremental part of a larger company of 700+ employees, Control Air Conditioning Service Corp. has in-depth experience over a broad spectrum of industries. All of our jobs are run through a vigorous process that focuses on communication, clarity, timely scheduling, effective delivery of services,



Control Air Conditioning  
Service Corporation

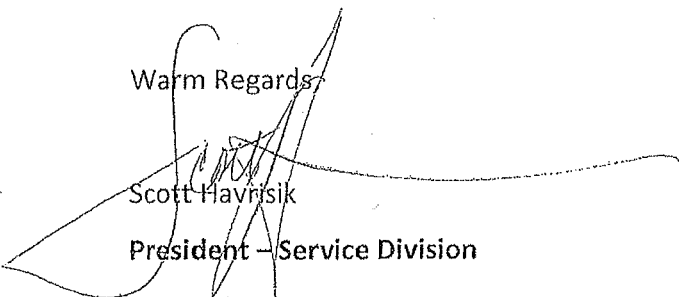
and exceptional client contact. Our customer portal will allow the City of Riverside to access its' account information 24/7.

**Reasons that Control Air Conditioning Service Corp is the best HVAC vendor for you:**

- 24/7 Service
- Precise record keeping and accounting
- 45 Technicians on staff with years of expertise and training
- Low EMR rate – Importance on Safety
- Customer Portal
- Control Air performs HVAC services with other Substations and is familiar with this type of equipment
- Bluon – Control Air's proprietary product to address the EPA phase out of R-22 (saves energy \$)

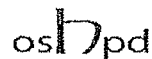
We acknowledge all Addenda in the RFP, and this proposal is good for 90 days after December 13, 2018.

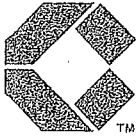
Warm Regards,



Scott Havrisik

President – Service Division





### Statement of Understanding and Approach

Control Air is well versed when it comes to performing preventive maintenance on all types / makes of equipment including those on the RFP equipment list. Control Air's approach to providing service that exceeds the needs and expectations of the City of Riverside will be accomplished by exceling in the following areas.

- 1) **Dispatch-** Control Air has (4) full time dispatchers who schedule maintenances and service requests. Our computer system alerts dispatch when the power generation facility is due for maintenance so they can call and schedule a date / time to perform the quarterly maintenance. This eliminates the need for the City to have to call and schedule as well as keep track when maintenance is due. Dispatchers can be reached by email or phone during normal business hours. For afterhours calls, Control Air has a 24/7 service line number to call which will then dispatch a technician to the facility that is in need of service.
  
- 2) **Service Technicians-** Control Air has (45+) technicians that go through extensive training (5 year apprenticeship program) which makes them well versed in all types of HVAC equipment as well as refrigeration. Having this many technicians also allows us to be very flexible in scheduling preventative maintenance as well as responding to service calls promptly. Technicians will arrive on time for their appointments dressed in a company uniform driving a clearly marked "Control Air" vehicle.
  
- 3) **Account / Staff Support-** Control Air is centrally located in the City of Anaheim off of the 91 freeway & Imperial Highway. Control Air operates out of its company owned 280,000 sq. ft. warehouse. This allows us to house a wide range of parts as well as manufacture our own equipment, thereby eliminating subcontractors, which controls costs and ensures quality. The City will also have an account representative who they can reach out to should they have any questions or concerns.



Control Air Conditioning  
Service Corporation

## COMPANY INFORMATION

Control Air Conditioning Service Corporation (S) Corporation  
5200 E. La Palma Ave.  
Anaheim, CA 92807  
714-777-8600  
Spencer Weisel – Account Executive  
714-856-4768

*From our humble beginning as a family owned and operated business in 1978, we are proud to have grown into the most prestigious full mechanical contracting firm in California. As a full mechanical contractor, we specialize in commercial HVAC Preventive Maintenance, Tenant Improvement, Plumbing, Industrial, Service and Sustainability - and our 300,000 SQF fabrication limits the need for subcontracting. This ensures all our projects are completed with the highest possible quality on time and on budget. With our offices strategically located throughout the state, we design, implement, and service customized mechanical solutions that meet our clients' needs at the highest possible standard of service.*

### **REGULAR MAINTENANCE**

With a tenured record of quality and 24-hour on-call support, our service division is the perfect long-term partner for all HVAC service needs. We cater to building owners, contractors, and other agents responsible for the installation and operation of air conditioning service.

### **SPECIAL PROJECTS**

Outside of regular service maintenance, our teams perform and excel at specialized maintenance jobs that require out of the box thinking and problem solving. Our service department consistently handles specialized maintenance, or one off requests for our existing and first time clients.

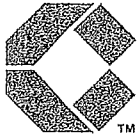




Control Air Conditioning  
Service Corporation

#### **MECHANICAL SERVICES & ENERGY SAVINGS**

From chillers to cooling towers, heat exchanges to compressors, we handle all forms of mechanical servicing. In addition, Control Air is proud to pioneer TdX 20 Bluon Energy. TdX 20 is a proprietary EPA authorized refrigerant that dramatically decreases energy costs, holds significant ROI, and forges new green initiatives - a material reduction in your carbon footprint.



Control Air Conditioning  
Service Corporation

COMPANY PERSONNEL  
STAFF/TECHNICIANS

STAFF

Account Executive	Spencer Weisel	714-856-4768
Account Administrator	Nate Stevens	714-777-8600 x 324
Dispatch Coordinator	Amber Dominguez	714-666-7111 x 314

TECHNICIANS

Steve Johnson – Journeyman	-	714-856-0573
Butch Redmond – Journeyman	-	714-856-5175
Britt Johnson – Apprentice	-	714-308-9656
Russell Pascoe – Apprentice	-	714-315-0931



Control Air Conditioning  
Service Corporation

5 CURRENT CONTRACTS FOR HVAC PREVENTIVE MAINTENANCE & SERVICES

City of Azusa

Approx. Value of Contract: \$100,000

Contact Person: Nikki Rosales  
[nrosales@ci.azusa.ca.us](mailto:nrosales@ci.azusa.ca.us)  
213 E FOOTHILL BLVD.  
Azusa, CA 91702  
(626) 812-5261

*All HVAC Preventive Maintenance and Services for 13 Buildings  
Preventive Maintenance Contract: April 2016 – Present*

East Whittier Unified School District

Approx. Value of Contract: \$ 200,000

Contact Person: Mr. Michael Chapko  
Director, Maintenance & Operations-Facilities  
[mchapko@ewcsd.org](mailto:mchapko@ewcsd.org)  
14535 E WHITTIER BLVD  
Whittier, CA 90605  
(562) 907-5918

*All HVAC Preventive Maintenance and Services for 15 Schools and Numerous buildings  
Preventive Maintenance Contract: April 2016 – Present*

City of Mission Viejo

Approx. Value of Contract: \$ 20,000

Contact Person: Mr. Chris Covellone  
Director, Facilities Maintenance & Operations  
[ccovellone@cityofmissionviejo.org](mailto:ccovellone@cityofmissionviejo.org)  
200 Civic Center  
Mission Viejo, CA 92621  
(949) 350-2644

*All HVAC Preventive Maintenance and Services  
Preventive Maintenance Contract: January, 2009 – Present*

West Coast University

Approx. Value of Contract: \$ 250,000

Contact Person: Mr. Mike Tong  
Facility Director  
[mtong@westcoastuniversity.edu](mailto:mtong@westcoastuniversity.edu)  
1477 S. Manchester Ave.  
Anaheim, CA 92802  
(949) 783-4093

*All HVAC Preventive Maintenance and Services  
Preventive Maintenance Contract: September, 2010 – Present*

Monogram Aerospace

Approx. Value of Contract: \$ 50,000

Contact Person: Mr. Dan Lyman  
Facilities  
[dlyman@trsaero.com](mailto:dlyman@trsaero.com)  
3423 S. Garfield Ave.  
Commerce, CA 90040  
(626) 253-2218

*All HVAC Preventive Maintenance and Services  
Preventive Maintenance Contract: August, 2017 - Present*

EXHIBIT E  
Contractor's Qualifications Statement

CONTRACTOR NAME: Control Air Conditioning Service Corp

A C-20 Contractor's License is required. License No. B C20 622425  
DIR No. 1000003897

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 40 Years

1.2 How many years has your organization been in business under its present name? 40 Years

1.2.1 Under what other names has your organization operated?  
None

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: December, 1990

1.3.2 State of incorporation: California

1.3.3 Corporate ID number: 33-0447348

1.3.4 President's name: Kendrick Ellis

1.3.5 Agent for Service of Process: Jim Shields

1.3.6 Number of years under the current contractor's license: 28 Years

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: NA

1.4.2 Type of partnership (if applicable): \_\_\_\_\_

1.4.3 Name(s) of general partner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT E**  
**Contractor's Qualifications Statement**

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: NA

1.5.2 Name of owner: NA

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

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**2. LICENSING**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

HVAC 622425 B C 20

2.2 List any other certifications held by your organization, and the name under which they are held.

License # 369439 C36, C38

**3. EXPERIENCE**

3.1 List the categories of work that your organization normally performs with its own forces.

HVAC Preventive Maintenance & Service, Repairs, Retrofits/Installs

EXHIBIT E  
Contractor's Qualifications Statement

3.2 List all HVAC service contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

\*See Attached

\_\_\_\_\_ this form contains 5 examples of service contracts completed in the past 5 years.

\_\_\_\_\_ Control Air has hundreds of service contracts in place.

\_\_\_\_\_ \* Control Air performed 100% of the work represented on form

3.3 State average annual amount of HVAC services performed during the past five years:

Year <u>2018</u>	\$ <u>200-250,000,000</u>
Year <u>2017</u>	\$ <u>200-250,000,000</u>
Year <u>2016</u>	\$ <u>200-250,000,000</u>
Year <u>2015</u>	\$ <u>200-250,000,000</u>
Year <u>2014</u>	\$ <u>200-250,000,000</u>

3.4 List the HVAC service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

See Attached Form

3.5 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No

EXHIBIT E  
Contractor's Qualifications Statement

4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2 Has your organization filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.3 During the past five years, have any claims been made against any performance or payment bond maintained in connection with a HVAC services contract? (If Yes, please describe) No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F**  
**Designation of Subcontractors**

**DESIGNATION OF SUBCONTRACTORS**

PROPOSER NAME: NA

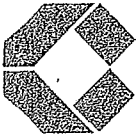
Each Proposer shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Proposer/Contractor in connection with the services to be provided pursuant to this RFP.
2. The portion and estimated dollar amount of the work that will be done by each subcontractor.
3. If the Proposer/Contractor fails to specify a subcontractor, or if more than one subcontractor is listed for the same portion for work to be performed under the Contract, Proposer agrees that it is fully qualified to perform that portion of work, and shall perform said work. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties.
4. The Contractor shall not substitute any subcontractor in place of the subcontractor listed in below without prior written approval from the City.
5. Any violation of the above provisions may be considered to be a breach of the Contract and the City may exercise the option, in its own discretion, of (1) terminating the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved.

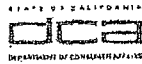
Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Service/License #	Estimated \$ Amount





Control Air Conditioning  
Service Corporation



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **369439**

Entity **CORP**

Business Name **CONTROL AIR CONDITIONING  
CORPORATION**

Classification(s) **B C20 C36 C38 A**

Expiration Date **02/28/2019**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **622425**

Entity **CORP**

Business Name **CONTROL AIR CONDITIONING  
SERVICE CORPORATION**

Classification(s) **B C20**

Expiration Date **06/30/2019**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: DetroitGroupCaptive.certrequest@marsh.com	<b>CONTACT NAME</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company		16535
<b>INSURER B:</b> Travelers Property Casualty Company of America		25674
<b>INSURER C:</b> XL Callin Specialty Insurance Company		15989
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-008528136-04                      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			GLO3486897-13	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000				
							MED EXP (Any one person)	\$ 10,000				
							PERSONAL & ADV INJURY	\$ 1,000,000				
							GENERAL AGGREGATE	\$ 2,000,000				
							PRODUCTS - COM/POP AGG	\$ 2,000,000				
								\$				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP3486896-13	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
							BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)	\$				
							PROPERTY DAMAGE (Per accident)	\$				
								\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ZUP-91M55125-18-NF	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 25,000,000				
							AGGREGATE	\$ 25,000,000				
								\$				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Y/N	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>			WC3486898-13	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
Y/N	N/A											
<input type="checkbox"/>	<input checked="" type="checkbox"/>											
				Does not apply to the Monopolistic States (ND, OH, WA, and WY), Puerto Rico, or the Virgin Islands			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
C	Professional & Pollution Liability			B0621PCONT002318	04/01/2018	04/01/2019	Limit	5,000,000				
							Deductible	50,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 For bidding purposes only.

**CERTIFICATE HOLDER****CANCELLATION**

Control Air Conditioning Service Corporation 5200 East La Palma Avenue Anaheim, CA 92807	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley
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Control Air Conditioning  
Service Corporation

**CITY OF RIVERSIDE  
HVAC MAINTENANCE AT THE RIVERSIDE POWER PLANTS AND ANCILLARY LOCATIONS**

PRICING

	<u>MONTHLY</u>	<u>ANNUALLY</u>
1. Clear Water Plant	\$249.75	\$2,997.00
2. Springs Plant	\$253.25	\$3,039.00
3. RERC Plant	\$901.49	\$10,817.88
<b>TOTALS:</b>	<b>\$1,404.49</b>	<b>\$16,853.88</b>

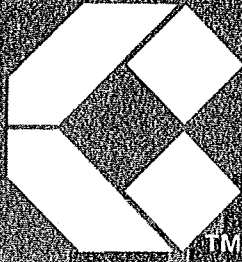
Markup on Parts & Materials                      23%

Hourly Service Rates

Straight Time:                      \$119.00/Hr  
Overtime:                            \$179.00/Hr  
Double Time:                        \$238.00/Hr.



**EXHIBIT "B"**  
**COMPENSATION**



Control Air Enterprises LLC

## PROPOSAL FOR SERVICES

HVAC - Maintenance at the Riverside Power  
Plants and Ancillary Locations RFP NO. 1876

CITY OF RIVERSIDE

### HVAC MAINTENANCE AT THE RIVERSIDE POWER PLANTS AND ANCILLARY LOCATIONS

#### PRICING

1. Clear Water Plant	\$ 4,166.45
2. Springs Plant	\$ 4,078.51
3. RERC Plant	\$ 13,840.62

<i>4 visits per year at:</i>	<b>\$5,521.40</b>
Base Year (1st year Total)	\$22,085.58
Year 2	\$22,750.00
Year 3	\$23,205.00
Year 4	\$23,900.00
Year 5	\$24,380.00

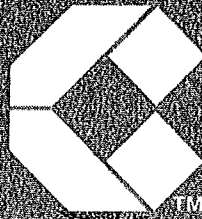
Markup on Parts & Materials 23%

#### Current Hourly Service Rates

Straight Time:	\$119.00/Hr
Overtime:	\$179.00/Hr
Double Time:	\$238.00/Hr

*\*Control Air agrees to the terms and conditions represented in the RFP.*

Spencer Weisel  
Sales Executive  
sweisel@controlac.com  
714.777.6111



**Control Air Conditioning  
Service Corporation**

## PROPOSAL FOR SERVICES

HVAC - Maintenance at the Riverside Power  
Plants and Ancillary Locations RFP NO. 1876

### **HVAC - Maintenance at the Riverside Power Plants and Ancillary Locations RFP NO. 1876**

Final / Best pricing based on the request for additional services that were not included in the original scope of work but requested during the interview.

Original proposal submitted in Planet Bids 16,853.88 per year / \$4,213.47 per quarter.

#### Option (1):

Four (4) Operational inspections and two (2) Coil washes with water & visual checks per year for all three (3) sites.

**Additional cost per year: \$5,531.70**

**Total cost per year: \$22,085.58 per year / \$5,521.39 per quarter**

#### Option (2):

Four (4) Operational inspections and two (2) Coil washes with water & six (6) visual checks per year for all three (3) sites.

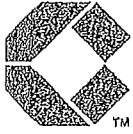
**Additional cost per year: \$9,273.39**

**Total cost per year: \$26,127.27 per year / \$6,531.81 per quarter**

Spencer Weisel  
Sales Executive  
sweisel@controlac.com  
714.777.6111

**EXHIBIT "C"**

**KEY PERSONNEL**



Control Air Conditioning  
Service Corporation

COMPANY PERSONNEL  
STAFF/TECHNICIANS

STAFF

Account Executive	Spencer Weisel	714-856-4768
Account Administrator	Nate Stevens	714-777-8600 x 324
Dispatch Coordinator	Amber Dominguez	714-666-7111 x 314

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