



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Public Services

MEETING DATE: November 6, 2018

PREPARED BY: Todd Hull, Field Services Manager

AGENDA LOCATION: AR-1

TITLE: Award of Contract to Howard Roofing Company, Inc., for the Fire Station #102 Roof Replacement Project; Award of Contract to ARYCO Heating and Air Conditioning for the Replacement of the Two Air Conditioning units at Fire Station #102; and Approval of a Consultant Services Agreement with Merrell-Johnson Companies for Project Support Services

OBJECTIVE: To award a construction contract to Howard Roofing Company, Inc., for the replacement of the roof at Fire Station #102; ARYCO Heating and Air Conditioning for the full replacement of the two air conditioning units at Fire Station #102; and approval of a consultant services agreement with Merrell-Johnson Companies for project management and inspection services.

BACKGROUND: Included in the approved Fiscal Year 2018/19 Capital Improvement Program (CIP) budget is funding for the replacement of the roof at Fire Station #102. The existing roof is original to the construction of Fire Station #102, which was built in 1996. Built more than 22 years ago, the roof is nearing the end of its useful life and is in need of replacement. During the last rainy season, the roof demonstrated significant leak activity, most notably in the dormitory portion of the fire station.

While assessing the roof for the needed repairs, staff also identified two failing HVAC units which were installed in 1998. Both of the units were found to be inefficient and had reached the end of their useful life. Given that factor, staff worked to design and specify a replacement roof as well as replacement HVAC units through our informal bid processes in accordance with Uniform Construction Cost Accounting Procedures (UCCAP).

Based on the bid results, staff is now seeking awards of contracts for the repair of the roof and the replacement of the HVAC units to Howard Roofing Company, Inc., and ARYCO Heating and Air Conditioning, respectively.

ANALYSIS: Fire Station #102 is located 2055 South Myrtle Avenue and was constructed in 1996. The existing facility includes a membrane style roof that is original to the construction. The roof has started to leak in many places and after a comprehensive assessment by staff from both the Public Services Department and Fire Department, funding to replace the roof was included in the FY 2018/19 budget. Pursuant to that CIP item, staff directed the design and specification of a replacement roof as being a 5-ply "Class A" built-up roofing system that meets all building requirements, including Title 24 for energy efficiency. In addition, the top ply layer of the roof was designed to include a white cap that meets all Title 24 requirements. The Engineer's Estimate for the work was \$90,000.

The City has adopted the Uniform Construction Cost Account Procedures (UCCAP) process, which allows the City to coordinate the execution of smaller public works projects, such as this roof replacement, by utilizing an informal bidding process. Through the UCCAP process, staff contacted qualified commercial roofers listed in the City's list of approved contractors to bid on this project.

AR-1

Staff invited six (6) firms to a pre-bid meeting and site visit on September 25, 2018, which was attended by two interested firms. On October 4, 2018, staff received one proposal from Howard Roofing Company, Inc., in the amount of \$87,182.00. Staff contacted other potential bidders to determine the cause of the low participation in this project and learned that this is peak season for roofing work and that the other companies did not have the capacity to complete project within our specified timeline.

Staff has reviewed the proposal of Howard Roofing Company, Inc., along with their background and experience. Their proposed price is consistent with the Engineer's Estimate for the project and they have extensive experience in completing similar projects for public agencies, including the Westminster School District, the County of San Bernardino, and California State University Northridge. Staff is recommending that the City Council award a contract to Howard Roofing Company, Inc. for the Fire Station #102 Roof Replacement Project in the amount of the base bid of \$87,182.00.

In addition, staff is also recommending that the City Council award a contract to ARYCO Heating and Air Conditioning for the full replacement of the two air conditioning units at Fire Station #102. In evaluating the ongoing repair and maintenance costs for the two units, it was determined to be more cost-effective to replace the units at this time. The inefficient HVAC units will be replaced with new energy efficient 8.5 ton HVAC units. Staff solicited bids with the following results.

| HVAC Contractor Bid | Location | Cost |
|------------------------------------|----------|-------------|
| ARYCO Heating and Air Conditioning | Monrovia | \$28,622.00 |
| FM Thomas Air Conditioning | Brea | \$29,558.00 |
| Air Tro | Monrovia | \$31,288.00 |

In addition, staff is requesting a contingency amount of \$11,580 (approximately 10%) to cover the cost of any unforeseen conditions discovered during construction of the roof or installation of the new HVAC Units.

Lastly, given the nature of the roof repair work, staff is requesting approval of a Consultant Services Agreement with Merrell-Johnson Companies for project support services, including project management and inspection. Representatives from the Merrell-Johnson team will manage and oversee the progression of the work, all financials, and any extra work, as well as provide a field inspector to supervise day to day activities. The cost for this scope of work will not exceed \$11,580.

If approved, it is anticipated that the identified work will begin on Tuesday, November 13, 2018, and should be completed within thirty (30) days.

FISCAL IMPACTS: Funding for the Fire Station #102 Roof Replacement Project is included in the approved 2018-19 CIP Budget in the amount of \$200,000. The total necessary appropriation for this project is \$ 138,964.00 as outlined below:

| Item | Percentage | Cost |
|--|------------|----------------------|
| Roof and HVAC Construction Contract | 100% | \$ 115,804.00 |
| Roof and HVAC Construction Contingencies | 10% | \$ 11,580.00 |
| Inspection and Project Management Services | 10% | \$ 11,580.00 |
| TOTAL APPROPRIATION | | \$ 138,964.00 |

OPTIONS: The following options are provided for the City Council's consideration:

1. Award a contract to Howard Roofing Company, Inc. in an amount not to exceed \$87,182; ARYCO Heating and Air Conditioning in an amount not to exceed \$28,622; and approve a consultant services agreement with Merrell-Johnson Companies in an amount not to exceed \$11,580.
2. Do not award the contracts and provide staff with additional direction.

RECOMMENDATIONS: Staff recommends that the City Council select Option 1, thereby awarding a contract to Howard Roofing Company, Inc., in an amount not to exceed \$87,182; ARYCO Heating and Air Conditioning in an amount not to exceed \$28,622; and approving a consultant services agreement with Merrell-Johnson Companies in an amount not to exceed \$11,580.

COUNCIL ACTION REQUIRED: If City Council concurs, the appropriate action would be a motion to award a contract to Howard Roofing Company, Inc.; in an amount not to exceed \$87,182.00; ARYCO Heating and Air Conditioning in an amount not to exceed \$28,622.00; and approving a consultant services agreement with Merrell-Johnson Companies in an amount not to exceed \$11,580, while also authorizing the City Manager to execute all necessary documents in a form approved by the City Attorney.

October 4, 2018

James B. Merrell, Consulting Contracts Manager
Merrell Johnson Companies
22221 U. S. Highway 18
Apple Valley, CA 92307

Re: **Roof replacement specification and proposal**
Class "A", built up roofing system with White cap sheet cover.

Location: City of Monrovia, Fire Station #102

Howard Roofing Company, Inc. will provide all supervision, labor, materials, equipment, taxes, and insurance to complete the removal and replacement of a *5-ply Class "A" built up roofing system.*

| |
|---|
| SCOPE OF WORK AND SPECIAL PROJECT CONDITIONS |
|---|

The specified scope of work shall include:

1. Removal and disposal of the existing roof membranes, including all flashings and sheet metal accessories. Howard Roofing is not responsible for any interior dust control. It is the owners responsibility to cover all equipment and inventory from falling dust and debris. It is the owners responsibility to notify Howard Roofing of any Asbestos Containing Material and to have any of the material removed by a licensed abatement contractor.
2. Inspect the deck for any defects and report them to the owner.
3. The installation of the new specified Underwriters Laboratory Class "A" fire rated roof system, inclusive of all flashings and miscellaneous mechanical and electrical work. New roof system shall consist of a layer of base sheet nailed to the wood deck with 3 ply's of PLY 6 fiberglass felt set into hot asphalt. The ply's will be covered with a White, Title 24 cap sheet set in a layer of hot asphalt.
4. The installation of base flashings (roof to wall) shall be reinforced by an additional layer of SBS ply sheet and mineral surfaced fiberglass cap sheet.
5. The installation of new wall sheets will be set in hot asphalt.

Special project conditions to be included in base bid scope of work.

1. At existing mechanical units mounted on factory curbs, installation of a new 24 gauge sheet metal counter flashing extension to cover the top edge of the new base flashing assembly.
2. Installation of new surface mounted counter flashing as necessary.

The fabrication and installation of the following flashings with the roof assembly:

3. At all plumbing and electrical penetrations, the installation of new flashings sealed with urethane caulking application or independent counter flashings caps at open ended penetrations on the flat deck.
4. At T-top vents, the fabrication and installation of new, 26 gauge, galvanized flashings.
5. At heater and cylindrical vent penetrations, the installation of new, 26 gauge, galvanized sheet metal flashing bases with independent storm collars. Storm collars are to be sealed with heat resistant caulking application
6. At existing drain locations remove the existing scuppers and replace with new.
7. The installation of a three-course application at all inside and outside corners using white acrylic cement and polyester reinforcement fabric.
8. Owner to remove and re-install the electrical boxes and penetrations prior to the start of our work.
9. All material will be "Johns Manville" and will conform with their requirements for a 20 year warranty.

Pricing:

Base bid cost for roof replacement scope of work and special project conditions:

Fire Station #102 Cost: \$ 84,737.00

Installation of new 3/8" plywood at Apparatus room Cost: \$ 2445.00

Note: The above price is subject to change without notice due to the instability of crude oil

Unit Prices:

1. Price per 4" x 8' sheet, structural grade No.1, 1/2" plywood. Cost: \$ 135.00 ea.
2. Price per 2" x 4" x 8' structural grade No.1 sub-purlin. Cost: \$ 75.00/each

3. Price per lineal foot, additional walk pad Cost: \$ 20.50/each
4. Price per hour, per man of \$ 135.00 plus material costs, including delivery and handling fees plus 15% mark-up.
5. These prices are based on working during normal business hours. The price for overtime work would be 50% more than the stated prices.

Safety:

Howard Roofing Company, Inc. is committed to complying with all federal, state, and local ordinances, which include, but are not, limited to, OSHA, DOT, EPA, NFPA and NEC regulations. The foundation for an effective safety program begins with establishing a general set of guidelines, which must be followed in order to prevent accidents or injuries.

Submittals:

Prior to start of work, Howard Roofing Company,, Inc. shall submit the following information and reference materials for approval.

1. Material Safety Data Sheets for all of the above listed products.
2. A detailed work schedule indicating the start of work and the completion of each phase of work on each roof section (e.g., preparation, roof installation, timing of mechanical unit shut-off, and completion of sheet metal and detail work).
3. A staging area plan for each roof section showing contractor's staging areas and their impact on current building operations.
4. Letter from material manufacturer stating contractor is authorized and approved for installation of guaranteed system

Items provided by others:

1. Utility company charges, (electrical, water, etc.).
2. Unobstructed and timely access to roof area

Qualifications:

1. All work performed during normal business hours, including demolition.
2. Additional move-ins are \$ 500.00 each trip.
3. Required upgrading of any area of construction such as deflection, drainage, structural, decking, plumbing, electrical, skylights, etc., by any city official or owner/owner representative shall be at additional cost to owner.

Exclusions:

1. No payment/performance bonds.
2. Existing skylight domes.
3. Hazardous materials handling.
4. Not responsible for fixtures, bulbs, foil insulation, or any other attachment to underside decking and/or purlins/sub-purlins, or any structural framing members. No dust control, janitorial and landscape.

Warranties:

1. Five (5) year workmanship.
2. Provide "Johns Manville" 20 year warranty.

Payment Terms:

1. Due upon receipt of invoice.


Acceptance:

If you are in accordance with the conditions herein please execute the agreement below, and return it to our office. Thank you for your consideration in expediting this agreement for your roofing needs.

This proposal shall be valid for fifteen (30) days.

Thank you for the opportunity to be of service to you at this time. If you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully,


Wally Schlieser
Project Manager

HOWARD ROOFING COMPANY, INC.

Submitted By: **Wally Schlieser**

Accepted By:

By: 

By: _____
(Type or Print)

Title: Project Manager

(Signature)

Date: 10-4-18

Date: _____

ARYCO HVAC
 794 Ridgeside Drive
 Monrovia, CA 91016
 License # 673436
 (626)559-0990
 sales@arycohvac.com | https://arycohvac.com



RECIPIENT:

Todd Hull

2055 S Myrtle Ave
 Monrovia, California 91016
 Phone: (626) 256-8209

| | |
|--------------------|--------------------|
| Quote #2497 | |
| Sent on | 10/30/2018 |
| Total | \$28,622.00 |

| SERVICE / PRODUCT | DESCRIPTION | QTY. | UNIT COST | TOTAL |
|-------------------|---|------|-------------|-------------|
| Two 8.5-ton units | <p>Aryco will replace (2) 8.5-ton units to include:</p> <ol style="list-style-type: none"> 1) Crane to remove and replace equipment. 2) Disposal of old equipment. 3) Reconnect to existing electrical, condensation, controls, and gas lines. 4) Install new electrical disconnects, gas valves and wips. 5) Modify, connect and seal all plenums as needed. 6) Install and configure fresh air economizer. 7) City Permits included. 8) Perform startup, make adjustments, and verify operation. <p>Equipment Brand: Carrier Model: 48TCDD09 with 2 stage VFD Warranty: 5 year compressors, 1 year parts, 2 years labor.</p> <p>Not included: HERS, Title 24, Engineering, Fire shut down test, Air balance, Structural modifications, Smoke detectors, Fire safety interlock, Building EMS integration, Roofing, Certifications, Duct leakage testing, Thermostats, Controls in building, and or any associated fee's.</p> | 1 | \$28,622.00 | \$28,622.00 |

Total **\$28,622.00**

This quote is valid for the next thirty (30) days, after which values may be subject to change.

PERMITS, paint and patch are to be provided by others unless elsewhere specified above. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

NOTE: Warranty for equipment is based on new system documented up keep. Preventative maintenance contracts start at \$150.00 per year. This is to maintain warranty, efficiency, capacity and to protect your investment.

PAYMENTS: Payments to be made as below or as elsewhere specified above:
 50% down payment.
 50% upon completion.

ARYCO HVAC
794 Ridgeside Drive
Monrovia, CA 91016
License # 673436
(626)559-0990
sales@arycohvac.com | <https://arycohvac.com>



Notes Continued...

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

CALIFORNIA CONTRACTORS LAW: Upon acceptance of the quote California contractors law allows three (3) business days to rescind the contract.

Signature: _____ Date: _____

F.M. THOMAS AIR CONDITIONING, INC.

YOUR COMMERCIAL SERVICE & CONTROLS SPECIALISTS . . . Since 1974

Contractor License #313574

Tel. 800.660.0891

Fax: 714.738.0886

www.fmthomas.com

DIR# 100003383

PROPOSAL AND CONTRACT

| | |
|-------------------------|---|
| City of Monrovia | Proposal # MF8812 |
| Public Works Department | Date: October 29 th , 2018 |
| 600 S. Mountain Ave | Location: Fire Station 102 |
| Monrovia, Ca 91016 | 2055 S. Myrtle Ave, Monrovia |
| | Ref: Replace (2) 8.5 ton package units |
| | |
| Attn: Todd Hull | Telephone: 626-256-8209 |
| | Fax: thull@ci.monrovia.ca.us |

DESCRIPTION OF WORK

F.M. Thomas Air Conditioning, Inc. is please to submit our proposal to furnish labor and materials to complete the following scope of work: Replace (2) Carrier 48HJD009 package units.

1. F.M. Thomas Air Conditioning to provide and install the following:
 - a. Mobilization
 - b. Crane and rigging as needed
 - c. Demo (2) 48HDJ units, to include:
 - i. Recovery and disposal of R-22 to EPA standards
 - ii. Demo and removal of units, disconnects, thermostats, and OSA hoods
 - iii. Condensate drain lines and wood blocks
 - d. Set (2) new Carrier 48TCDD09 down shot package units to match existing
 - i. Set on existing curbs
 - ii. Install and commission (2) economizers and tie into new thermostats
 - iii. Reconnect existing ductwork plenums
 - iv. (2) New fused disconnect
 - v. (2) new thermostats with economizer function
 - vi. (2) new drain lines and traps to match existing orientation
 - vii. Extend and reconnect (2) existing gas lines
 - viii. Units include 2-speed fan controller (VFD) and 2-stage compressor
 - e. Prevailing wages and certified payroll included
 - f. Start and test. 1 year parts and labor warranty.

g. All work quoted on straight time only.

2. Clarifications:

- a. Bonding quoted separately. Bond shall be added to the base bid if required
- b. Roofer shall re-roof up curb to match existing, including any curbing, flashings, or platform repair as needed.
- c. Condensate lines shall be all new copper.
- d. Crane will be set up in fire station parking lot for approx. 1 hour during early to mid morning.
- e. Any unknown conditions below the roofline shall be quoted separately as needed

Base Bid, including tax.....\$29,558.00
Bonding.....\$ 425.64

This quotation includes material, taxes, and labor for services described and listed above only.

This is a turn-key project. It is F.M. Thomas Air Conditioning's intention that this scope is all-inclusive and will not be added to. Additions to the price defined above will only be requested if one of the following occurs:

- Existing devices and components are found non-functional during system installation/startup and are required for proper system operation.
- Existing related equipment is found to not meet performance requirements necessary to achieve proper control sequence and/or system conformity to new factory specifications.
- Customer requested, mutually agreed upon change of scope.
- Delays occur during work not caused by F.M. Thomas Air Conditioning, Inc.
- See Integration of New and Old Equipment, article S, General Terms.

We thank you for the opportunity to serve you. Please let us know if we may be of assistance.

Sincerely,

Michael Feyka,
Regional Manager

ACCEPTANCE: Please sign and return one copy.

ACCEPTED THIS DAY OF , year.

PURCHASE ORDER FIRM

BY TITLE

Countersignature of F.M.T. Corporate

Officer Required on contracts over \$10,000.00

F.M. Thomas Air Conditioning, Inc.

NOTE: THE GENERAL CONDITIONS ARE A PART OF THIS AGREEMENT

F.M. Thomas Air Conditioning, Inc. herein FMT

- A. ALL SERVICES OUTLINED IN THIS PROPOSAL WILL BE PERFORMED DURING REGULAR WORKING HOURS, 7:00 A.M. TO 3:30 P.M., MONDAY THRU FRIDAY. IF THE CUSTOMER REQUIRES OVERTIME, FMT WILL BE REIMBURSED FOR THE PREMIUM PORTION OF WAGES PAID (INCLUDING PAYROLL TAXES AND INSURANCE), PLUS A REASONABLE ALLOWANCE FOR LOSS OF PRODUCTIVITY CAUSED BY THE OVERTIME.
B. ADDITIONAL WORK: F MT AGREES TO SUPPLY THE MATERIAL, LABOR, TRUCK CHARGES, AS SPECIFICALLY LISTED HEREIN. IF ADDITIONAL WORK IS REQUIRED BY THE CUSTOMER OR ADDITIONAL WORK IS REQUIRED TO MEET EQUIPMENT MANUFACTURER'S SPECIFICATION(S) OR CUSTOMER REQUIRED DESIGN AND/OR PREFERENCE CRITERIA, PREVENT DAMAGE TO THE STRUCTURE, PERSON(S) OR CONTENTS, INCLUDING THE WORK PROVIDED BY THIS PROPOSAL AND CONTRACT, SATISFY GOVERNMENTAL HEALTH, SAFETY AND BUILDING CODES, RULES AND LAWS OF A.Q.M.D. AND/OR EPA, OR OTHER GOVERNMENTAL AUTHORITY(S) SUCH WORK WILL BE AT ADDITIONAL COST.
C. WARRANTY: 1) F.M. THOMAS AIR CONDITIONING, INC., AGREES TO WARRANT THE LABOR FOR A PERIOD OF (1) YEAR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF LAST WORKORDER, AND THAT ALL PARTS REPLACED, MATERIALS FURNISHED, AND WORK ACCOMPLISHED, IS FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP. 2) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING NEW EQUIPMENT SOLD, INSTALLED AND MAINTAINED BY FMT IS ONE YEAR. 3) REFRIGERANT REPLACEMENT WARRANTY INCLUDING LABOR INVOLVING SERVICE /REPAIR /MODIFICATIONS /RETROFIT AND MAINTENANCE WORK IS LIMITED TO 30 DAYS FROM LAST WORKORDER DATE.
D. ACCEPTANCE: THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS FROM QUOTATION OF ABOVE LISTED WORK.
E. TERMS: TIME IS OF THE ESSENCE, PAYMENT IN FULL, 10 DAYS FROM INVOICE DATE OF ABOVE LISTED WORK.
F. PAYMENTS: FOR WORK COMMENCED AND COMPLETED IN ANY ONE CALENDAR MONTH, CUSTOMER WILL PAY THE CONTRACT PRICE IN FULL IN CASH UPON COMPLETION OF THE WORK. OTHERWISE, CUSTOMER WILL PAY THE PRICE IN CASH IN PROGRESS PAYMENTS FOR WORK COMPLETED THRU THE END OF EACH MONTH.
G. ATTORNEY'S FEES: IF EITHER PARTY HERETO COMMENCES AN ACTION AGAINST THE OTHER ARISING OUT OF, OR IN CONNECTION WITH THIS PROPOSAL AND CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE LOSING PARTY, REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT. THE VENUE FOR LEGAL ACTION(S) SHALL BE THE NORTH ORANGE COUNTY MUNICIPAL/SUPERIOR COURT, OR THE FEDERAL DISTRICT COURT OF LOS ANGELES.
H. INSURANCE: FMT WILL SUPPLY WORKER'S COMPENSATION INSURANCE IN THE FORMS AND AMOUNT REQUIRED BY LAW. IN ADDITION, FMT SHALL SUPPLY THE LIABILITY INSURANCE DESCRIBED IN A CERTIFICATE OF INSURANCE WHICH IS ATTACHED TO THIS PROPOSAL, OR WHICH IN THE ABSENCE OF SUCH ATTACHMENT WILL BE SUPPLIED THE CUSTOMER ON REQUEST.

- I. RIGHT TO STOP WORK: FMT SHALL HAVE THE RIGHT TO STOP WORK IF PAYMENTS ARE NOT MADE WHEN DUE UNDER THIS CONTRACT AND MAY KEEP THE JOB IDLE UNTIL ALL PAYMENTS HAVE BEEN RECEIVED.
- J. INTEGRATION: THIS AGREEMENT SUPERSEDES ALL PRIOR CONTEMPORANEOUS AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS, UNDERSTANDINGS AND DISCUSSIONS BETWEEN THE PARTIES AND/OR THEIR RESPECTIVE COUNSEL WITH RESPECT TO THE SUBJECT MATTER COVERED HEREBY.
- K. CUSTOMER TO MAKE AVAILABLE TO CONTRACTOR'S PERSONNEL PERTINENT MATERIAL SAFETY DATA SHEETS (MSDS) AS SPECIFIED BY OSHA'S HAZARD COMMUNICATIONS STANDARD REGULATIONS.
- L. HAZARDOUS SUBSTANCES: FMT'S IMPLIED OBLIGATION UNDER THIS PROPOSAL AND AGREEMENT DOES NOT INCLUDE IDENTIFICATION OF, REMOVAL/ABATEMENT/DISPOSAL/STUDIES OR TESTS OF ANY ASBESTOS PRODUCT(S) OR OTHER HAZARDOUS SUBSTANCE(S). UPON THE EVENT OR ENCOUNTER OF ANY SAID PRODUCT(S) AND/OR SUBSTANCE(S). FMT RESERVES THE RIGHT TO SUSPEND IT'S WORK UNTIL SAID SUBSTANCE(S) OR PRODUCT(S) ARE REMOVED.
- M. DIFFERING SITE CONDITIONS: IF FMT ENCOUNTERS SUBSURFACE OR LATENT PHYSICAL CONDITIONS AT THE SITE, DIFFERING MATERIALLY FROM THOSE INDICATED IN THE BID DOCUMENTS, OR FOUND DURING THE SITE JOB WALK, OR UNKNOWN PHYSICAL CONDITIONS, OF AN UNUSUAL NATURE, DIFFERING MATERIALLY FROM THE CONDITION(S) RELIED UPON IN THIS PROPOSAL AND CONTRACT, FMT WILL PROMPTLY NOTIFY THE CUSTOMER IF SUCH CONDITIONS CAUSE AN INCREASE OR DECREASE IN THE COST OF, OR THE TIME REQUIRED FOR PERFORMANCE OF ANY PART OF THE WORK, AN EQUITABLE ADJUSTMENT IN PRICE SHALL BE MADE AND THE CONTRACT TIME MODIFIED ACCORDINGLY.
- N. FORCE MAJEURE: FMT SHALL NOT BE DEEMED IN DEFAULT NOR BE LIABLE FOR DAMAGES FOR ANY FAILURE OR DELAY IN PERFORMANCE OF IT'S WORK WHICH ARISE OUT OF CAUSE BEYOND IT'S REASONABLE CONTROL. SUCH CAUSES MAY INCLUDE, WITHOUT LIMITATION, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT EITHER IN IT'S SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, MATERIAL SHORTAGES, OR UNUSUALLY SEVERE WEATHER. IN THE EVENT THE WORK IS DELAYED BY SUCH CAUSES, THE TIME FOR PERFORMANCE WILL BE EXTENDED ACCORDINGLY.
- O. SHOULD GOVERNMENTAL "PLAN CHECK" DEPARTMENT(S) REQUIRE ADDITIONAL WORK BEYOND THE SPECIFIED WORK DEFINED IN THIS PROPOSAL, SUCH WORK REQUIRED BY "PLAN CHECK" DEPARTMENT SHALL REQUIRE AN EQUITABLE PRICE ADJUSTMENT TO COVER FMT'S COSTS, LABOR, OVERHEAD, TIME ALLOWED AND PROFIT.
- P. UNLESS SPECIFICALLY LISTED IN THIS PROPOSAL, INSTALLATION OR REPAIR OF VIEW SCREEN(S), STRUCTURAL ENGINEERING OR WORK, PATCH, REPAIR AND PAINTING, ACCESS LADDER(S) OR ROOF HATCH(S), ROOF PATHWAYS, REPAIRS TO LAWN AND/OR LANDSCAPE SPRINKLERS OR DAMAGE TO SIDE WALKS, CURBS AND PARKING LOTS ARE EXCLUDED.
- Q. THE WITHIN DESIGN IS EXCLUSIVELY OWNED BY F.M. THOMAS AIR CONDITIONING, INC. AND IS NOT INTENDED FOR PUBLICATION. EXHIBITION HEREIN IS SOLELY FOR THE PURPOSE OF EFFECTING A SALE, OR TRANSFER, OF THE DELINEATED AIR CONDITIONING, TEMPERATURE CONTROLS AND OR REFRIGERATION INSTALLATION.
- R. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTOR'S STATE LICENSE BOARD, 9835 GEOTHE ROAD, SACRAMENTO, CALIFORNIA 95821.
- S. INTEGRATION OF OLD AND NEW EQUIPMENT: BUYER RECOGNIZES THAT THE OPERATION OF THE BUILDING SYSTEMS WILL NECESSARILY DEPEND UPON NEW EQUIPMENT INSTALLED BY F.M. THOMAS, OPERATING IN CONJUNCTION WITH EXISTING EQUIPMENT PART(S). SUCH OLDER EQUIPMENT/PART(S) MAY BE IN POOR CONDITION, AND IN NEED OF REPAIR, AND/OR LACKS STATE OF THE ART TECHNOLOGY. F.M. THOMAS HAS NOT BEEN REQUESTED, NOR PAID, TO REPLACE CERTAIN EXISTING EQUIPMENT, PIPING AND SIMILAR ITEMS. SOME OF THIS EQUIPMENT MAY SUFFER FROM DEFERRED MAINTENANCE PROBLEMS. BUYER AGREES TO ACCEPT THE WORK IN ACCORDANCE WITH F.M. THOMAS' PROPOSAL IN LIGHT OF THE FACT THAT THE BUILDING SYSTEMS WILL HAVE A MIXTURE OF OLD AND NEW EQUIPMENT AFTER F.M. THOMAS HAS COMPLETED ITS WORK.
- T. FMT WILL NOT MAKE WARRANTY REPAIRS OR REPLACEMENT OF DAMAGES NECESSITATED BY REASON OF NEGLIGENCE OR MISUSE OF EQUIPMENT OR SYSTEM COMPONENT(S) BY OTHER PERSON(S) OR PARTY(S), INCLUDING OWNERS AGENTS AND EMPLOYEES OR OWNERS SUBCONTRACTOR(S).



COMMERCIAL CONTRACT

Contract# 104549

Lic. #258228

1630 S. MYRTLE AVENUE • MONROVIA, CALIFORNIA 91016-4634 • (626) 357-3535 • FAX (626) 358-9580 • www.airtro.com

Owner or Billing Address
Monrovia Public Works Fac Div
600 S. Mountain Ave.
Monrovia CA 91016

Equipment Location
Monrovia Fire Station #102
2055 E. Myrtle Ave.
Monrovia CA 91016

Contact Todd Hull
Phone No. (626) 256-8209 C
thull@ci.monrovia.ca.us

Contact Todd Hull
Phone No. (626) 926-4652 C
(626) 256-8181 W
thull@ci.monrovia.ca.us

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PROPOSAL #1: Replacement of (2) 8.5-Ton down-shot ICP/CARRIER units.
Air-Tro proposes to remove and dispose of the (2) existing 48HJD009 units located on the roof.
Install (2) ICP/DAY AND NIGHT, IRGS102HDCAOAAAT, 8.5-Ton, 230-Volt, 3-Phase, R-410A refrigerant equipped, package units with VFD motors and economizers on new adapter curbs in place of the existing after roof work has been completed.
Install new disconnects.
Install copper condensate removal line connections.
Complete all other connections to the existing facilities.
Total Investment: \$31,288.00 at prevailing wage.
Excludes plan check, permit fees, smoke detectors and structural calculations.
The new units weigh less than the existing.

NOTE: The new replacement units can save up to 30% or more in energy costs.

AIR-TRO, INC. hereby agrees to furnish air conditioning contracting services in accordance with the above specifications and conditions.

Price good for 30 days

TERMS: Cash, 10% down, 50% of remainder due with delivery of equipment and balance due on completion.

*An interest charge of 1.5% per month will be due and payable on all past-due balances commencing 10 days after billing. No warranties will be in effect until contract price and any penalties have been paid.

*Additional Terms and Conditions on back.

Accepted by:

_____ / _____ By _____ Date 10/26/18

print customer signature

AIR-TRO INC.
Kevin Berry

Date _____

Please sign and return top copy

TERMS AND CONDITIONS

1. CHANGES IN THE WORK

Should the Buyer, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Buyer and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in Contract Price. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Buyer of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Buyer as added work.

No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement. Any change-order forms for changes or extra work shall be incorporated in, and become part of the contract.

2. BUYER'S RESPONSIBILITIES

The Buyer is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary.

Buyer agrees to allow and provide Contractor and his equipment access to the property.

The Buyer is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.

The Buyer is responsible to remove or protect any personal property and Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc.

The Buyer will point out and warrant the property lines to Contractor.

3. DELAYS

Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Buyer's employees or Buyer's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Buyer, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocations of materials, failure of Buyer to make payments when due or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

4. PLANS & SPECIFICATIONS

If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement.

5. SUBCONTRACTS

The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

6. FEES, TAXES AND ASSESSMENTS

Taxes and assessments of all descriptions will be paid for by Buyer. Contractor will obtain and pay for all required building permits, but Buyer will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

7. SERVICE AND WARRANTY

Service under this warranty shall be provided within a reasonable time by the Seller during normal working hours (8:00 to 4:30 PM - Monday through Friday).

Services under this warranty does not include routine product maintenance, filter changes, fuse or circuit breaker replacement, or if the thermostat is in the "off" position.

WARRANTY: Ninety days parts and labor. Five year warranty on compressor parts on new equipment.

8. COMPLETION AND INSPECTION

Contract is considered complete when the "Labor and Materials to be Furnished" specified here have been supplied. When other trades, services or inspections prevent startup of equipment, and/or finish work (e.g. registers, thermostats, etc.) customer may retain up to 5% of contract price until startup and/or finish work completed. Failure by the customer to honor the payment terms of this contract may result in their being held in breach of this and any and all other contracts they have with Contractor. Should a dispute arise, it is agreed that the proper venue shall be that court which has jurisdiction in the City of Monrovia.

Building Department corrections to work done by Contractor are included unless otherwise noted. Exceptions: View screens, access ladders, plan check fees and Title 24 Calculations are excluded. Customer is responsible for providing property access for inspectors. Corrections to pre-existing conditions or work done by other trades are not included.

9. RIGHT TO STOP WORK

Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment, when due, is a material breach of this Agreement.

10. CLEAN-UP

Contractor will remove from Buyer's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

11. LIMITATIONS

No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

12. COMPLIANCE WITH LAWS

In connection with the performance by Contractor of his duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826."

13. ARBITRATION OF DISPUTES

Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the Small Claims Court.

Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the Small Claims Court is filed in the Small Claims Court, then the party filing in Small Claims Court may demand arbitration pursuant to this paragraph.

In the event of arbitration or litigation, prevailing party may collect court cost and attorney fees.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION, AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS.

14. VALIDITY-DAMAGES

In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

Any damages for which Contractor may be liable to Buyer shall not, in any event, exceed the cash price of this contract.

15. EXISTING CONDITIONS

Contractor calls attention to Buyer the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. Contractor will provide rough patching as needed but Buyer is responsible for any needed final finish work.

16. ASBESTOS, MOLD AND HAZARDOUS SUBSTANCES

Buyer hereby represents that Buyer has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Buyer to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Buyer understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Buyer agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Buyer also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Buyer is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination; Contractor makes no representation whatsoever as to coverage for mold contamination, though at Buyer's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Buyer as an extra.