



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 4, 2018

IN REPLY PLEASE

REFER TO FILE: BRC-1

### **INVITATION FOR BIDS - ADDENDUM 1 HEATING, VENTILATION, AIR-CONDITIONING, AND WATER TREATMENT MAINTENANCE SERVICES AT PUBLIC WORKS HEADQUARTERS (2018-AN029)**

Please note that the deadline to submit your proposal is **Wednesday, October 10, 2018, by 5:30 p.m.**

**Please take note of the following:**

- **Scope of Work, Exhibit A, of the Request for Proposals (RFP) has been deleted in its entirety and an updated Scope of Work, A.2, has been attached as Enclosure A. Please refer to Scope of Work, Exhibit A.2, for an updated Equipment to be Serviced (Section F). This replacement has been made for your convenience as several changes have been made to this Scope of Work. Please thoroughly review this updated Scope of Work when preparing your proposal.**
- **Exhibit G, Equipment Locations, has been deleted in its entirety. Exhibit G will intentionally be left blank. Please disregard this Exhibit when preparing your proposal.**

All addenda and informational updates will be posted at <http://dpw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

The question presented in this informational update represents the question asked by the bidders in the form and context as submitted.

### **QUESTION AND ANSWER**

- **Question:** There seems to be a considerable amount of duplication on the equipment list & I just want to be clear on the inventory. Examples are the Parker Boiler is duplicated in #1 & #4, BAC Cooling Tower is in #1 & #4 and

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there are others. I don't see the Daikin VRF equipment listed anywhere or am I missing something? Additionally, are we maintaining the Move & Cools?

**Response:** The Equipment to be Serviced, Section F, in the Scope of Work has been updated. However, not all of the heating, ventilation, and air-conditioning equipment requires water treatment. Please see Enclosure A for an updated Scope of Work.

If you have any questions concerning the above information, please contact Ms. Ani Karapetyan at (626) 458-4050 or Mr. Danny Medina at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

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We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

MARK PESTRELLA  
Director of Public Works



for: JOSE M. QUEVEDO  
Assistant Deputy Director  
Business Relations and Contracts Division

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## SCOPE OF WORK

### HEATING, VENTILATION, AIR-CONDITIONING (HVAC), AND WATER TREATMENT MAINTENANCE SERVICES AT PUBLIC WORKS HEADQUARTERS (2018-AN029)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Vikki Valles of the Facilities Management Section of our Operational Services Division who may be contacted at (626) 458-7393 or [vvalles@dpw.lacounty.gov](mailto:vvalles@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. From time to time Public Works may change the CM. The Contractor will be notified in writing when there is a change in CM.

B. Work Location

The Contractor shall provide maintenance, repairs, monitoring, and adjustments for the heating, ventilation, air-conditioning (HVAC) and water treatment equipment at Public Works Headquarters Tower, Annex, and Motor Pool facilities located at 900 South Fremont Avenue, Alhambra, California 91803.

C. Request of Work from Contractor

The County will request for the contracted service from the Contractor on an on-call and intermittent basis. The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall provide monthly, quarterly, semiannual, and annual inspection, and preventive maintenance services as specified by the respective manufacturer manuals at the rates specified in the Schedule of Prices, Form PW-2. Manuals will be provided by Public Works upon request after this Contract is awarded.

1. Preventive Maintenance

The Contractor shall provide the following preventive maintenance at the monthly rate specified in the Schedule of Prices, PW-2, Item 1:

- Inspection and preventive maintenance for the Headquarters Tower, Annex, and Motor Pool facilities as specified in the applicable manufacturer manual for the equipment serviced and at least as often as specified in the attached Maintenance Schedule (Exhibit H).
- A complete written log book near existing equipment of all pretreatment equipment data sheets and specifications, material safety data sheets for all chemicals, manufacturer field reports, and Contractor's service reports indicating that water treatment systems are operating properly.
- A refrigerant usage log for all air-conditioning systems that requires additional refrigerant (lbs) to be added due to any leaks.

The Contractor's personnel shall:

Sign in and out in Public Works contractors' log book maintained by building security in the main lobby of the Headquarters Building.

2. Mechanical/Electrical Repairs - 24-Hour Response Time

The Contractor shall provide the following mechanical and electrical repairs at the monthly rate specified in the Schedule of Prices, PW-2, Item 2 and Item 3 (whichever is applicable):

- As-required mechanical services to the equipment listed in this Exhibit's Section F, Equipment to be Serviced, including adjustments, inspections, maintenance, and repair. Hourly rates specified in Form PW-2, Schedule of Prices shall also apply to HVAC units not included in Section F. Contractor will provide scope, schedule and price to CM for written approval prior to commencing any work. As-required work performed by Contractor without CM approval may not be paid by the County.

3. Monthly Maintenance, Repairs, Monitoring, and Adjustments

The Contractor shall provide the following monthly maintenance, repairs, monitoring, and adjustments for the Headquarters and Annex Buildings HVAC and Water Treatment system, at the monthly rate specified in the Schedule of Prices, PW-2, Item 4:

- Monthly, maintenance, including routine or minor repairs, monitoring, and adjustments/installations for the nonchemical water treatment systems utilizing the existing Zero Discharge equipment, located in the Tower Penthouse and the Annex HVAC equipment room.
- Monthly chemical treatments for the heating, ventilation, air-conditioning (HVAC) chemically treated water loops, which include condenser water and chilled loops, and low-pressure boiler hot water loops for the existing system at the Headquarters Building and at the Annex Building. The Contractor shall be responsible for these services during the term of this Contract.
- Monthly maintenance of the existing water treatment system for Headquarters Complex's cooling towers, which are nonchemical/environmentally friendly water treatment systems, made up of pretreatment equipment, corrosion and deposit inhibitors, and biocides applied to the Headquarters Complex's open and closed-loop evaporative cooler water systems. The evaporative cooler water treatment program shall provide zero liquid discharge to sewer and other chemical-based treatments.
- All chemicals required to maintain the open and closed loop HVAC processed water systems for equipment listed in Exhibit A, Section F.
- A complete written report of overall equipment condition and recommendations documenting the results of each quarterly, semiannual, and annual maintenance inspection.

F. Equipment to be Serviced

Note: The County at its sole discretion may replace any HVAC units under this Section F during the life of the contract. Any replaced equipment will be subject to all service requirements of this Exhibit A at no additional cost to the County.

**1. HEADQUARTERS TOWER (PENTHOUSE, ROOF, FIRST & SECOND FLOOR):**

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	670092	BLUE ROOM COOLING PACKAGE UNIT AC-1	CARRIER	50AH-024-341	5002G40440
2.	670095	UPS ROOM COOLING PACKAGE UNIT AC-2	CARRIER	56AH-024-331	N/A
3.	670094	DISPATCH HEATING/COOLING PACKAGE UNIT	CARRIER	50AH-036-641	4602G30429
4.	1570405	SFC 1 SPLIT SYSTEM FAN COILS - MAIL ROOM	CARRIER	FB48036	N/A
5.	1570408	SFC 2 SPLIT SYSTEM FAN COILS - MAIL ROOM	CARRIER	FB48036	N/A
6.	1570410	SHP 1 SPLIT SYSTEM EXT. HEAT PUMP - MAIL ROOM	CARRIER	QRC036	N/A
7.	1570411	SHP 2 SPLIT SYSTEM EXT. HEAT PUMP - MAIL ROOM	CARRIER	QRC036	N/A
8.	557432	BOILER - NO. 1	PARKER BOILER CO.	T4600LR	57942
9.	557433	BOILER - NO. 2	PARKER BOILER CO.	T4600LR	57949
10.	557435	CHILLER - NO. 1	SMARDT	SWA 190-4HG06 F2HVKA-F2BKLA-TLO	FF010KO82Q1671
11.	557439	CHILLER - NO. 2	TRANE	CVHF640	L96M09284
*12.	N/A	AIR COMPRESSOR NO. 1 PENTHOUSE	INGERSOLL RAND	UP610125	N/A
*13.	N/A	AIR COMPRESSOR NO. 2 PENTHOUSE	INGERSOLL RAND	UP610125	N/A
14.	684059	COOLING TOWER – NO. 1.1	BALTIMORE AIR COIL	3527C-2	UO95469902
15.	1500107	COOLING TOWER FAN 1.1	BALTIMORE AIR COIL	N/A	N/A
16.	1500105	COOLING TOWER FAN MOTOR 1.1	N/A	N/A	N/A
17.	1500110	COOLING TOWER FILL 1.1	BAC PVC	281811P1	N/A

**Enclosure A**  
**Scope of Work – EXHIBIT A.2**

18.	1500108	COOLING TOWER BASIN 1.1	BALTIMORE AIR COIL	2527C-2	UO95469902
19.	1500109	COOLING TOWER ANGLE DRIVE 1.1	AMARILLO	110	284432
20.	1022268	COOLING TOWER – NO. 1.2	BALTIMORE AIR COIL	3527C-2	UO95469902
21.	1500113	COOLING TOWER FAN 1.2	BALTIMORE AIR COIL	N/A	N/A
22.	1500111	COOLING TOWER FAN MOTOR 1.2	N/A	N/A	N/A
23.	1500116	COOLING TOWER FILL 1.2	BAC PVC	281811P1	N/A
24.	1500116	COOLING TOWER BASIN 1.2	BALTIMORE AIR COIL	2527C-2	UO954469902
25.	1500115	COOLING TOWER ANGLE DRIVE 1.2	AMARILLO	110	284432
26.	N/A	BAS-BUILDING AUTOMATION SYSTEM	JOHNSON CONTROLS	METASYS	TBD
27.	FC-1-01	FAN COIL CEILING COUNTER 109	DAIKIN	FXMQ12PAVJU	E001500
28.	FC-1-02	FAN COIL CEILING OFFICE 110	DAIKIN	FXMQ12PAVJU	E001498
29.	FC-1-03	FAN COIL CEILING OPEN OFFICE 101	DAIKIN	FXMQ12PAVJU	E002600
30.	FC-1-04	FAN COIL CEILING OFFICE 111	DAIKIN	FXMQ12PAVJU	E001352
31.	FC-1-05	FAN COIL CEILING OFFICE 112	DAIKIN	FXMQ12PAVJU	N/A
32.	FC-1-06	FAN COIL CEILING OFFICE 113	DAIKIN	FXMQ12PAVJU	E002598
33.	FC-1-07	FAN COIL CEILING OFFICE 101	DAIKIN	FXMQ12PAVJU	N/A
34.	FC-1-08	FAN COIL CEILING OFFICE 114	DAIKIN	FXMQ12PAVJU	E001359
35.	FC-1-09	FAN COIL CEILING OPEN OFFICE 101	DAIKIN	FXMQ12PAVJU	E000489
36.	FC-1-10	FAN COIL CEILING OPEN OFFICE 101	DAIKIN	FXMQ12PAVJU	E000942
37.	FC-1-11	FAN COIL CEILING CONFERENCE ROOM	DAIKIN	FXMQ12PAVJU	E001094

**Enclosure A**  
**Scope of Work – EXHIBIT A.2**

38.	FC-1-12	FAN COIL CEILING BREAK ROOM	DAIKIN	FXMQ12PAVJU	E001379
39.	FC-1-13	FAN COIL CEILING OPEN OFFICE 101	DAIKIN	FXMQ12PAVJU	E001727
40.	FC-1-14	FAN COIL CEILING OPEN OFFICE 101	DAIKIN	FXMQ12PAVJU	E000791
41.	FC-1-15	FAN COIL CEILING CONFERENCE ROOM	DAIKIN	FXMQ12PAVJU	E001499
42.	FC-1-16	FAN COIL CEILING ENTRANCE	DAIKIN	FXMQ12PAVJU	E001501
43.	FC-1-17	FAN COIL CEILING OFFICE 117+CONFRM	DAIKIN	FXMQ12PAVJU	E002599
44.	FC-1-18	FAN COIL CEILING OPEN OFFICE 101	DAIKIN	FXMQ12PAVJU	E002452
45.	FC-1-19	FAN COIL CEILING OFFICE 116	DAIKIN	FXMQ12PAVJU	E00490
46.	FC-M-01	FAN COIL OPEN CEILING OFFICE 101	DAIKIN	FXMQ12PAVJU	E003215
47.	FC-M-02	FAN COIL OPEN CEILING OFFICE 101	DAIKIN	FXMQ12PAVJU	E002602
48.	CU-1 1A	CONDENSER UNIT OUTSIDE MASTER FC 1-11, M-1	DAIKIN	REYQ96TYDN	1501020550
49.	CU-1 1B	CONDENSER UNIT OUTSIDE SLAVE	DAIKIN	REYQ144TYDN	1.50102E+11
50.	CU-2 2A	CONDENSER UNIT OUTSIDE MASTER FC 12-19, M2	DAIKIN	REYQ72TYDN	1501029017
51.	CU-2 2B	CONDENSER UNIT OUTSIDE SLAVE	DAIKIN	REYQ120TYDN	1501020582
52.	N/A	PRIMARY CHILLED WATER PUMP 7 PENTHOUSE	PACO	N/A	N/A
53.	N/A	PRIMARY CHILLED WATER PUMP 8 PENTHOUSE	PACO	N/A	N/A
54.	N/A	SECONDARY CHILLED WATER PUMP 1 PENTHOUSE	AURORA	5X6X150J	N/A
55.	N/A	SECONDARY CHILLED WATER PUMP 2 PENTHOUSE	AURORA	5X6X150J	N/A
56.	N/A	CONDENSER WATER PUMP 3 PENTHOUSE	AURORA	01-355552-2	8X8X1 1B



**Enclosure A**  
**Scope of Work – EXHIBIT A.2**

57.	N/A	CONDENSER WATER PUMP 4 PENTHOUSE	AURORA	01-355552-2	8X8X1 2B
58.	N/A	REFRIGERANT DETECTOR PENTHOUSE	SHERLOCK	202	202-15B
59.	N/A	EXHAUST FAN 1 PENTHOUSE ROOF	MCQUAY/COOK	228/330CPV	NONE
60.	N/A	VENT FAN 2 PENTHOUSE ROOF	COOK	NONE	NONE
61.	N/A	VENT FAN 3 PENTHOUSE ROOF	COOK	NONE	NONE
62.	N/A	EXHAUST FAN 2 PENTHOUSE ROOF	MCQUAY/COOK	228/330CPV	NONE
63.	N/A	EXHAUST FAN 3 PENTHOUSE ROOF	MCQUAY/COOK	228/330CPV	NONE
64.	N/A	EXHAUST FAN 4 PENTHOUSE ROOF	MCQUAY/COOK	228/330CPV	NONE
65.	N/A	RELIEF FAN 1 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
66.	N/A	RELIEF FAN 2 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
67.	N/A	RELIEF FAN 3 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
68.	N/A	RELIEF FAN 4 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
69.	N/A	RELIEF FAN 5 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
70.	N/A	RELIEF FAN 6 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
71.	N/A	RELIEF FAN 7 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE
72.	N/A	RELIEF FAN 8 PENTHOUSE ROOF	GREEN NECK	2BMO	NONE

\* County to install the equipment prior to award of the Contract.

## 2. HEADQUARTERS TOWER (BASEMENT):

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	1572906	AC 1 - SPLIT SYSTEM FAN COIL - TELCOM ROOM	MITSUBISHI-MR. SLIM	PK36FK	1YG00045A
2.	1572907	CU 1 SPLIT SYSTEM CONDENSER UNIT AIR COOLED - ANCILLARY GRASS	MITSUBISHI-MR. SLIM	PU36EK-1	1ZE00580A
3.	1572908	AC 2 - SPLIT SYSTEM FAN COIL - TELCOM ROOM	MITSUBISHI-MR. SLIM	PK36FK	1YG00037A
4.	1572909	CU 2 SPLIT SYSTEM CONDENSER UNIT AIR COOLED - ANCILLARY GRASS	MITSUBISHI- MR. SLIM	PU36EK-1	1ZE00590A

## 3. ANNEX:

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	557922	AC UNIT 1 ANNEX CORE 1ST FLOOR	TRANE	SWUD023FDA	T88M00215
2.	670137	AC UNIT 2 ANNEX CORE 2ND FLOOR	TRANE	SWUD042FDA	T88M00216
3.	557949	AC UNIT 3 ANNEX CORE 3RD FLOOR	TRANE	SWUD042FDA	T88M00217
4.	670135	AC UNIT 4 ANNEX BASEMENT	TRANE	WPHCO-60	W09D64748
5.	670136	AC UNIT 5 ANNEX BASEMENT UPS ROOM	UNITARY PRODUCTS GROUP	F5FPO60H06T2CA	AOH715594
6.	1500130	AC UNIT 5 CONDENSER UNIT AIR COOLED	UNITARY PRODUCTS GROUP	HIRD06054GB	WOH7218696
7.	670120	ACC 1/CRU 1 ANNEX DATA CENTER EQUIP.	DATA BY AIRFLOW	CCT24W4	M23MD223
8.	1500131	CU 1 EXT ANNEX CONDENSER UNIT NW AIR COOLED	LIEBERT	CDF510-A	407668717
9.	670120	CRU 2 ANNEX DATA CENTER EQUIP.	LIEBERT	DH380A-AAES	627014-082
10.	670121	CRU 3 ANNEX TMC VIDEO WALL	LIEBERT	HMU28A0AAES7014	627014-003

**Enclosure A**  
**Scope of Work – EXHIBIT A.2**

11.	1500132	CU 2 EXT ANNEX CONDENSER UNIT SW AIR COOLED	LIEBERT	CDF165-A	040GC68562
12.	670122	CRU 4 ANNEX TMC CONTROL/CONF ROOM	LIEBERT	BUO71WG-AAEO	627014-001
13.	557430	BOILER – NO. 3 – ANNEX OUTSIDE	RAYPAK	H7-1505	903294732
14	2933313	COOLING TOWER- NO.2 OUTSIDE	EVAPCO	ESWA10223H	10403017
15.	N/A	AIR COMPRESSOR UNIT 1 OUTSIDE	INGERSOLL RAND	2-242D2	T30 680049
16.	N/A	AIR COMPRESSOR UNIT 2 OUTSIDE	INGERSOLL RAND	2-242D2	T30 39048

**4. MOTOR POOL:**

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	1570412	AC UNIT 1 FAN COIL - MOTORPOOL	LENNOX	CB30M-31	N/A
2.	1570415	AC UNIT 1 CONDENSER UNIT AIR COOLED - MOTORPOOL	LENNOX	10HPB24	N/A

**5. MAILROOM A/C'S CARRIER'S:**

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	N/A	UNIT # 1	CARRIER	38QR36C621	9902X31196
2.	N/A	UNIT # 2	CARRIER	38QR36C621	3902X32770

**6. NEW MOVE & COOL PORTABLE AIR-CONDITIONING UNITS:**

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	N/A	UNIT #1	MOVE AND COOL	10SFU2	0797 0048
2.	N/A	UNIT #2	MOVE AND COOL	10SFU1	0508 0016
3.	N/A	UNIT #3	MOVE AND COOL	10SFU1	0503 002
4.	N/A	UNIT #4	MOVE AND COOL	MODEL CLASSIC PLUS 14	061628371140
5.	N/A	UNIT #5	MOVE AND COOL	MODEL CLASSIC PLUS 14	05162681140

**7. VFD'S VARIOUS LOCATIONS:**

ASSET NUMBER		ASSET DESCRIPTION	MANUFACTURER	MODEL NO.	SERIAL NO.
1.	N/A	CONDENSER WP #3	ABB	ACH550-VCR-059A-4	2154301325
2.	N/A	CONDENSER WP #4	ABB	ACH550-VCR-059A-4	2160103838
3.	N/A	CTF # 1	ABB	ACH550-VCR-059A-4	2132103556
4.	N/A	CTF # 2	ABB	ACH550-VCR-059A-4	2090302510
5.	N/A	SEC CHWP # 1	ABB	ACH550VCR-072A-4+F267	2150401588
6.	N/A	SEC CHWP # 2	ABB	ACH550-VC-072A-4+F267	207023404
7.	N/A	A.H # 7	ABB	ACX550-U0-023A-4	2084701861
8.	N/A	A/H # 6	ABB	ACX55-U0-023A-4	20647091874
9.	N/A	A/H # 5	ABB	ACH550-VCR-031A-4	2084701894
10.	N/A	A/H # 4	ABB	ACH550-BCR-125A-4	2154904614
11.	N/A	A/H # 3	ABB	ACHH550-BCR-125A-4	2161000012
12.	N/A	A/H # 2	ABB	ACHH550-BCR-125A-4	2160905254
13.	N/A	A/H # 1	ABB	ACHH550-BCR-125A-4	2160905182

**G. Parts and Materials**

The County will reimburse the Contractor for the cost of parts and materials, provided Contractor has obtained CM's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular job to the CM. No markups are allowed unless Contractor obtains prior written approval from the CM.

At its sole and absolute discretion, County reserves the right to purchase parts and materials directly, and upon County purchasing such parts and materials, the Contractor is to perform the installation of parts for HVAC equipment, at the applicable hourly rate specified in the Schedule of Prices, Form PW-2, Mechanical/Electrical Repairs - 24-Hour Response Time. All parts and materials purchased by the Contractor must conform with the requirements of Exhibit A, Section N, Item 6.

H. Additional Work/Locations

Additional work/locations may be added during the Contract period. Upon request by the CM, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid for additional work/locations in accordance with the rates submitted in the Form PW-2, Schedule of Prices, if applicable. Upon CM's negotiation and acceptance of the Contractor's written quotation, no additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Manager for approval. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 5 p.m., Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. At the sole discretion of County, the CM may alter the hours and days of services when the County deems it necessary. In addition, the County may also require the Contractor to perform work after hours during weekdays and/or any time during the weekends. The Contractor shall be paid for work performed in accordance with the Premium Hours submitted in the Form PW-2, Schedule of Prices.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Work performed on straight time (Schedule of Prices, Form PW-2) is performed between 7 a.m. and 5 p.m., Monday through Friday, except observed holidays, identified in this Section, and emergency repairs requiring a 4-hour response time.

Premium time (Schedule of Prices, Form PW-2) is defined as all working hours outside of 7 a.m. to 5 p.m., Monday through Friday, plus all day Saturday and Sunday, including observed holidays or emergency repairs requiring a 4-hour

response time. All premium hours must be approved by the CM prior to commencement of work.

A 4-hour response time (Schedule of Prices, Form PW-2) is defined as emergency work as directed by the CM requiring the Contractor to be onsite within four hours after initial contact by the CM. The work must be requested by CM as 4-hour emergency response work and Contractor must be onsite within four hours after initial contact by the CM.

If the Contractor voluntarily arrives at the County facility to perform work within four hours of the request for a 24-hour response call, Contractor will be paid at the straight time rate (Schedule of Prices, Form PW-2) and not at a premium rate.

J. Utilities

The County will provide utilities.

K. Storage Facilities

The County will provide limited site storage for the Contractor to store only material, equipment, and supplies related to the performance of this Contract.

L. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM. The Contractor shall NOT remove any hazardous waste or attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

**M. Special Safety Requirements**

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
2. Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
3. The contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contractor manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the CM within 5 days following the occurrence.
4. Contractor shall do the following for safety issues:
  - a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's CM; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
  - b. Emergency Response: Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
  - c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works Representative (PWR) within two business day or first day of the next business week. PWR will provide the report form.
  - d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.

N. Additional Responsibilities of the Contractor

Contractor shall:

1. Maintain 3 years of experience performing the following type of services:
  - Maintenance, repairs, monitoring, and adjustments for heating, ventilation, air-conditioning, and refrigeration equipment.

**Important Notice: This requirement must be held by the contractor and subcontracting is not allowed.**

2. Maintain or ensure its subcontractor(s), if any, sustain 3 years of experience providing a nonchemical/environmental friendly program that will eliminate scale, corrosion, biological, and pathogen growth in cooling tower water.

**Important Notice: This requirement permits the use of subcontracting.**

3. Maintain a valid and active State of California Specialty Contractor's Class C-20, Warm-Air Heating, Ventilating, and Air-Conditioning license.

**Important Notice: This requirement must be held by the contractor and subcontracting is not allowed.**

4. Maintain a valid and active Environmental Protection Agency approved Section 608 Technician Certification.

**Important Notice: This minimum mandatory requirement must be met by the contractor and subcontracting is not allowed.**

5. Maintain and ensure its subcontractor(s) hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.

6. Provide all labor, equipment, materials, tools, chemicals, and supervision required to perform these as-needed HVAC services. All material, parts, and equipment shall be new, high grade, and free from defects. The Contractor shall submit an invoice for any parts, equipment, and/or materials for a particular job to Public Works for reimbursement. Such products shall conform to all Federal, State, and local regulations as they relate to HVAC services.

7. Submit a list of materials and Material Safety Data Sheets when requested by Public Works.



8. Repair any damage to Public Works facilities resulting directly from the Contractor's negligence at no cost to the County.
9. Perform any necessary cleaning of Public Works facilities to restore them to a condition acceptable to the CM at no cost to the County.
10. Provide transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, if required at no cost to the County.
11. Provide security for all equipment and material used at the job site during working and nonworking hours.
12. Obtain all necessary City, County, State, and Federal permits and/or licenses for Contractor's activities at no cost to the County.
13. Immediately notify Public Works of any changes in the Contractor's insurance, permits, and licenses. Failure to do so may result in the immediate termination of this Contract for default.
14. Utilize protective clothing and equipment as required by Cal/OSHA and/or other regulatory agencies.
15. Ensure photo I.D. badges are worn by all employees on the job at all times.
16. Ensure uniforms are worn by all employees on the job at all times.
17. Ensure onsite supervisors speak, read, write, and understand English.

O. Responsibilities of Public Works

Public Works will:

1. Determine the need for and provide jobsite inspection.
2. Request work on an as-required and occasionally emergency basis. The health and safety of County employees and the public at the facility will be Public Works' primary objective when requesting work. CM or its designee will notify the Contractor of requested work via telephone, facsimile, or e-mail.
3. Provide access to the cooling towers for Contractor's technicians and/or employees during regular business hours, or such hours as may be requested by the Contractor and acceptable to County to, inspect, maintain, and repair the equipment.

4. Monitor and replenish the required salt as necessary for the Zero Discharge equipment's on a daily basis.

**P. Uniform Mechanical Code**

The Contractor shall comply with the specifications in the Uniform Mechanical Code (UMC), which shall be considered part of these Specifications. In the event that these Contract specifications and conditions conflict with the UMCs, the UMC specifications shall control and be binding.

**Q. Project Safety Official**

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance. The Contractor shall comply with Public Works Administrative Directive G120, Lockout Blockout Procedure and Policy, for the lockout blockout of equipment. The Contractor will be provided the hazardous materials survey for the facility, which locates any Asbestos Containing Materials (ACM). The Contractor shall provide staff trained at the asbestos awareness level to recognize the presence and health hazards associated with ACM. The Contractor will not be responsible for any abatement of ACM. Public Works will provide the abatements necessary to complete any maintenance or repairs.

**R. Gratuities**

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision

of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

S. Transferring Knowledge Gained by the Contractor

County may ask the Contractor to transfer the knowledge gained by the Contractor during the course of this Agreement to a County-designated personnel. At the sole discretion of the County, payment for such work shall be based on the rates quoted in Form PW-2, Schedule of Prices, and any payment for such work to the Contractor shall be subject to pre-approved in writing by the County.

T. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the

Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- d. The parties are not under any compulsion to Contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due to the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified. In addition, liquidated damages in the sum of \$250 for each time Contractor fails to arrive onsite within four hours after the initial contact on a 4-hour response time, emergency repair work request unless otherwise provided in this Contract, or approved by CM.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.