




# City of Merced Statement of Services

Dept. Head Sig.:   
Due Date: 06/20/2023  
Return to: Noel Barocio  
10260 Gove Road  
Merced, California

Noel Barocio  
Name of City Contact

209 564-0424  
Phone Ext.

## Description of Services to be Provided:

*Official Use Only*

The City of Merced Wastewater Treatment plant is seeking bids for the replacement of the automation system for the lab at the plant. The work will consist of removing all the existing equipment and replace it with a new system that it will be more user friendly. The bid for the new automation should include all hardware and software as well as an interface display to be able to make changes as need it.

Use contact phone number of arrange inspection.

## Check Box If Applicable To Project:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> License (1)* Type <u>C-10</u> | <input checked="" type="checkbox"/> Business License (2)*       | <input type="checkbox"/> Bonds (6)*                        |
| <input checked="" type="checkbox"/> Insurance (14)*               | <input checked="" type="checkbox"/> Workers' Compensation (15)* | <input checked="" type="checkbox"/> Prevailing Wages (16)* |

\* Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.

## Consultant:

## Proposal/Quote

1. Lab Automation Replacement - Quote #2303011 - \$82,600
2. \_\_\_\_\_
3. \_\_\_\_\_

Total Amount \$ 82,600

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

## Consultants

Brian J. Brazell

Print Name

Signature

Director of Automation

Position/Title

PrivTation Energy Solutions

2037 W Bullard #370, Fresno, CA 93711

Name and Address of Business Entity

Date: 6/6/23

Phone No.: 559-705-1050

License No.: CA CL#1064242 City of Merced Business License #63325

DIR Registration No.: \_\_\_\_\_

Accepted by City of Merced

*Official Use Only*

City Manager or Designee

Date \_\_\_\_\_



*PrivITation Consulting Corp.*



Proposal for:  
City of Merced  
Wastewater Treatment Plant  
Lab Building Automation Replacement

Site Location:  
Wastewater Treatment  
Plant  
10260 Gove Rd.  
Merced, CA. 95341

Site Contact:  
Noel Barocio  
10260 Gove Rd.  
Merced, CA. 95341

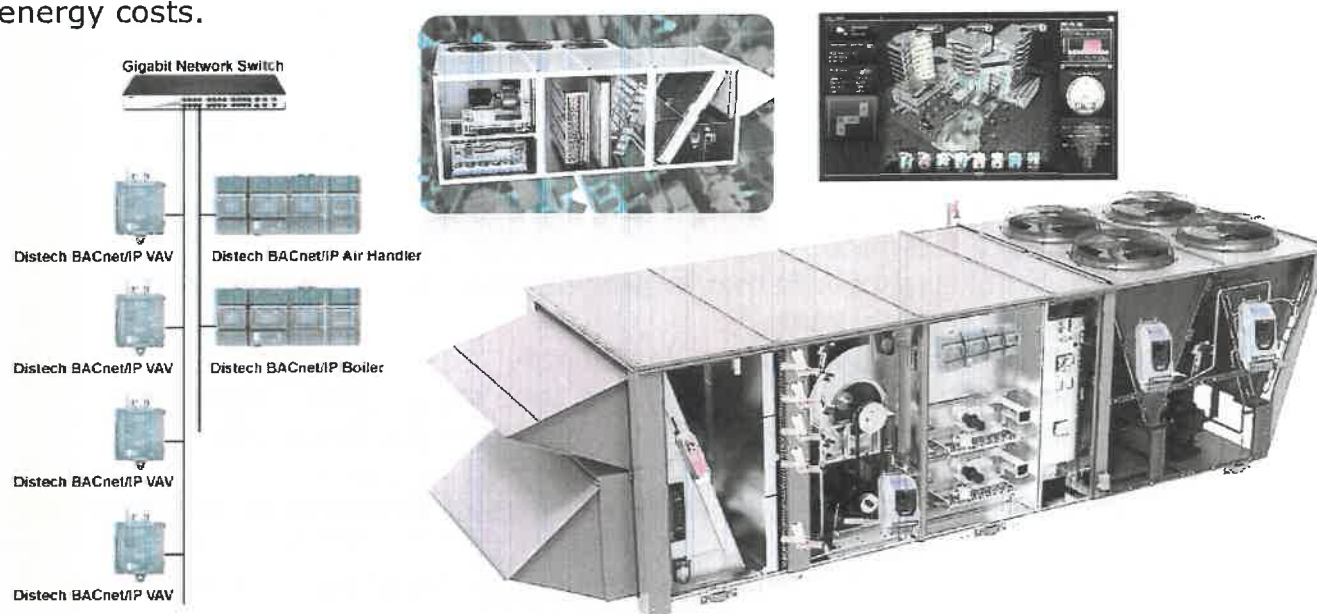
old world values meet new world innovation

## Solution

PrivITation is proposing a replacement of all automation controllers in the Lab Building with a Distech Eclipse BACnet/IP flat network automation system. This proposal will eliminate the many problems with the air handlers while maintaining reliability, reducing energy consumption, and increasing occupant comfort. This new system will also correct the many problems inside the Lab with the Fan Powered VAV zones. The system would be fully web based with no additional software needed for operator interfaces. The system will use an HTML 5 and not JAVA interface with SSL and FIPS 140-2 for secured communications. This cutting-edge technology makes maintenance and operation easier while providing extremely powerful programming and energy management algorithms.

### Lab Building:

All Johnson Controls, York, and Automated Logic controls within the Lab Building will be replaced. The York Air Handler controllers, Fan Powered Variable Air Volume controllers, and Exhaust Fan controllers will be replaced with Eclipse Advanced controllers. Each Eclipse controller is a web server with built in graphics, trending, and remote notification. All inputs and outputs will be recommissioned, wires labeled, and drawings as built. All temperature sensors will be replaced, recommissioned, and calibrated. An Outside Air Temp/Humidity will be used to control economizer changeover, and nighttime free cooling. The AHU will be programmed to respond the needs of the zones by resetting Supply Air Temperature based on Space Air Temperature. Supply Static Pressures will be maintained as appropriate for filter loading and will be reset based on the Building Static Pressure. The building Static Pressure will be maintained to assure proper airflow to and from the flow hoods and labs. These resets will increase tenant comfort while reducing energy costs.



**Solution cont.****Air Handler 1:****North Lab**

- 1 – Distech Eclipse S1000 advanced controller
- Advanced Rooftop Optimization Control
- Electronic Expansion Valve Control
- Variable Condenser Fans and Head Pressure Control
- Live Superheat/Subcool calculations for real time diagnostics
- Optimal Start Stop and Scheduling – as needed
- Zone Min Error, Max Error Calculations – as available from zones
- Replacement of York factory controllers
- Replacement of Automated Logic factory controllers
- Replacement of all sensors and transducers
- Installation of Electronic Expansion Valves to evaporator coils
- Installation of High/Low Pressure pressure/temp sensors for advanced control
- Installation of Condenser fan VFDs for head pressure control
- Integration with Supply Fan VFDs
- Control of associated Exhaust Fans
- Alarming with remote notification through Email, SMS

**Air Handler 2:****South Lab**

- 1 – Distech Eclipse S1000 advanced controller
- Advanced Rooftop Optimization Control
- Electronic Expansion Valve Control
- Variable Condenser Fans and Head Pressure Control
- Live Superheat/Subcool calculations for real time diagnostics
- Optimal Start Stop and Scheduling – as needed
- Zone Min Error, Max Error Calculations – as available from zones
- Replacement of York factory controllers
- Replacement of Automated Logic factory controllers
- Replacement of all sensors and transducers
- Installation of Electronic Expansion Valves to evaporator coils
- Installation of High/Low Pressure pressure/temp sensors for advanced control
- Installation of Condenser fan VFDs for head pressure control
- Integration with Supply Fan VFDs
- Control of associated Exhaust Fans
- Alarming with remote notification through Email, SMS

**Fan Powered Variable Air Volume Boxes:**

- 2 – Distech Eclipse ECY-VAV advanced controllers
- Replacement of all sensors and transducers
- Alarming with remote notification through Email, SMS



## **TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS**

THESE TERMS AND CONDITIONS, (“Terms and Conditions”) are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, (“City”) and the Vendor, Consultant, or Person, (“Consultant”) shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the “Agreement.” Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City’s acceptance of any work or services is not an acceptance of Consultant’s conflicting terms and conditions should such exist.

1. **CONSULTANT QUALIFICATIONS AND STANDARD OF WORK.** Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid \_\_\_\_\_ Special California Consultant’s license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

2. **CITY BUSINESS LICENSE – (Applies only if marked on the Statement of Services Form).** Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. **CONSULTANT’S SERVICES.** Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City’s Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

6. **BONDS – (Applies only if marked on the Statement of Services Form).**

a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

7. **INDEPENDENT CONSULTANT.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

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

8. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. COMMUNICABLE DISEASE WAIVER AND RELEASE.

Consultant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the course of the performance of the work covered in the agreement. Consultant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the performance of the work covered in the agreement, except where caused by the sole negligence or willful misconduct of the City.

14. INSURANCE – (Applies only if marked on the Statement of Services Form). During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. **Certificate of Insurance.** Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

15. **WORKERS COMPENSATION INSURANCE – (Applies Only If Marked On The Statement Of Services Form)**. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

16. **PREVAILING WAGES – (Applies only if marked on the Statement of Services Form)**.

a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18<sup>th</sup> Street, Merced, California 95340. Consultant and subcontractors will not pay less than the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.

b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the Agreement.



b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Consultant shall pay charges and fees in connection with permits and licenses.

22. VENUE. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.

23. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

24. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.