

Agenda Item A.8 **CONSENT CALENDAR**

Meeting Date: September 16, 2025

TO: Mayor and Councilmembers

SUBMITTED BY: Matthew R. Fore, General Services Director

SUBJECT: Award of Agreement for Heating, Ventilation, and Air Conditioning

Maintenance and Repair Services at Various City-Owned Facilities

RECOMMENDATION:

Authorize the City Manager to execute a General Services Agreement with Beyond Heating and Air, Inc. for heating, ventilation, and air conditioning maintenance and repair services at various City-owned facilities, in an amount not-to-exceed \$114,960 and for an initial three-year term ending September 30, 2028, with two one-year options to extend at the discretion of the City.

BACKGROUND:

On October 16, 2024, the City executed Agreement No. 2024-099 for heating, ventilation, and air conditioning (HVAC) maintenance and repair with Beyond Heating and Air, Inc. (Beyond Air). The agreement expires on September 30, 2025.

DISCUSSION:

The City of Goleta owns and manages a portfolio of facilities. City Hall, Goleta Community Center, Goleta Valley Library, and the Public Works Corporation Yard possess HVAC systems that require routine maintenance and periodic repair. The new Train Depot and Goleta Valley Library are both currently under construction and therefore do not currently need HVAC services. Once construction is complete for both facilities, the HVAC maintenance agreement described below will be amended to include these two facilities and to remove the temporary Goleta Valley Library Express site.

Procurement Process

On June 16, 2025, the City issued a Request for Proposals (RFP) for HVAC maintenance and repair services at City-owned facilities. The RFP was advertised on the City's PlanetBids portal, on the City's website, and in the Santa Barbara Independent. One addendum was issued. The City received five (5) responsive and responsible proposals. An evaluation team comprised of City staff scored the written proposals based upon the established scoring rubric. Interviews were then conducted by the evaluation team with the three highest-scoring proposers.

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Recommended Award

The evaluation team determined Beyond Air to be the proposer best able to fulfill the obligations set forth in the RFP. Beyond Air possesses extensive experience in HVAC maintenance and repair, including serving the City of Goleta for the past several years. The firm is based in Goleta, positioning it well to respond to emergencies. Finally, the firm's cost proposal was the most competitive of all proposals received. For these reasons, Staff recommends that Council authorize the City Manager to execute a General Services Agreement with Beyond Air to provide HVAC maintenance services to various City-owned facilities.

GOLETA STRATEGIC PLAN:

City-Wide Initiative: 5. Strengthen Infrastructure

Strategic Goal: 5.4 Protect and maintain our City-owned facilities and critical operational

assets.

FISCAL IMPACTS:

The proposed Agreement with Beyond Air totals \$114,960, comprised of the following: \$54,450 for Base Services and \$60,510 for Extra Services resulting from emergency repairs or non-routine maintenance work. There is sufficient budget in Program 1810 – Facilities to cover the cost of this Agreement.

The following table illustrates the estimated costs over the term of the agreement.

Estimated Cost			
October 2025-September 2026	\$18,150		
October 2026-September 2027	\$18,150		
October 2027-September 2028	\$18,150		
Subtotal – Base Services	\$54,450		
Extra Services \$60,510			
Estimated 3-Year Total	\$114,960		

ALTERNATIVES:

The Council may elect not to approve the Agreement with Beyond Air and direct staff to negotiate with an alternate vendor. However, such direction would significantly disrupt the operation, and thus comfort of City-owned facilities.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. General Services Agreement with Beyond Air, Inc.

ATTACHMENT 1

General Services Agreement with Beyond Air, Inc.

Project Name: HVAC Maintenance And Repair Services For Various City Facilities

AN AGREEMENT FOR GENERAL SERVICES BETWEEN THE CITY OF GOLETA AND BEYOND HEATING AND AIR, INC.

entere GOLE HEATI	THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and d into this day of, 2025, by and between the CITY OF TA, a municipal corporation (hereinafter referred to as "City"), and BEYOND ING AND AIR, INC., a California Corporation (hereinafter referred to as be Provider").
SECTI	ON A. RECITALS
	This Service Provider will be providing HVAC Maintenance and Repair services in conjunction with the HVAC Maintenance And Repair For Various City Facilities project; and
	Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
	Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
	The City Council, on this day of, 2025, approved this Agreement and authorized the City Manager to execute the Agreement.

SECTION B. TERMS

1. <u>RETENTION OF SERVICE PROVIDER</u>

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform HVAC maintenance and repair services, as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 1 of 18

2. COMPENSATION AND PAYMENT

(a) <u>Maximum and Rate</u>. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement **SHALL NOT EXCEED** the sum of \$114,960, comprised of a base amount of \$54,450 for regular preventative maintenance and compensation for general and emergency service calls or Extra Services in the amount of \$60,510, and shall be earned on the following basis:

The rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) <u>Payment</u>. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. <u>CITY PROJECT MANAGER AND SERVICES BY CITY</u>

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Fred Kim.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$10,000 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 2 of 18 **Ability to Perform.** The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Nondiscrimination. The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 3 of 18 or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes Service Provider to the penalties provided for in Labor Code Section 1735.

Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, City of Goleta

General Services Agreement with Beyond Heating and Air, Inc. Page 4 of 18 construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).

- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
 - General description of how and where the product was used and if applicable, applied;
 - Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. <u>TERM</u>

This Agreement shall expire on September 30, 2028. The City may elect to extend the term of the agreement for a maximum number of two (2) one (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Anthony Ferrara is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

- (a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.
- (b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.
- **(c) Nonwaiver**. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 7 of 18 of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except

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- with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 9 of 18 an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance

> City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 10 of 18

by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

20. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by

City of Goleta
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depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet, City Manager

City of Goleta

130 Cremona Drive, Suite B

Goleta, CA 93117

TO SERVICE PROVIDER: Anthony Ferrara

Beyond Heating and Air, Inc.

75 Robin Hill Road Goleta, CA 93117

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA	BEYOND HEATING AND AIR, INC.	
Robert Nisbet, City Manager	Anthony Ferrera, Chief Operating Officer	
ATTEST:		
Deborah Lopez, City Clerk	Ana Cantero, Office Administrator	
APPROVED AS TO FORM: ISAAC ROSEN, CITY ATTORNEY		
Signed by: Scott Shapses		
Scott Shapses, Deputy City Attorney		

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EXHIBIT A SCOPE OF WORK

1. QUARTERLY HVAC PREVENTATIVE MAINTENANCE

Contractor shall provide comprehensive HVAC preventative maintenance services quarterly (four times per year) during standard business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding City-observed holidays.

Service Tasks

- Inspect and replace air filter(s) with MERV 13 or higher filters each quarter.
- Inspect and clean indoor evaporator coils, outdoor condenser coils, and all condensate drains and pans.
- Inspect blower motors, belts, and wheels for wear and cleanliness. Clean and replace as needed.
- Inspect and tighten electrical connections. Verify operation during the cooling season.
- Remove any debris (leaves, insects) from top covers and surrounding outdoor unit areas.
- Inspect furnace operation including startup, ignition, and shutdown cycles.
- Remove burner assembly (where applicable); clean orifices, burners, and tubes of dirt, debris, and cobwebs.
- Reassemble the burner assembly, test gas pressure, and verify all safety switches.
- Inspect and test all thermostats for correct settings and functionality.

Locations For Quarterly HVAC Preventative Maintenance

- City Hall 130 Cremona Drive, Goleta, CA 93117
- Goleta Valley Main Library 500 North Fairview Avenue, Goleta, CA 93117.
 Currently closed for construction; service will commence upon site reopening in mid-2027
- Goleta Valley Library Express (IT room only) 6500 Hollister Ave, Goleta CA 93117. Temporary Library site. Service to end upon main Library reopening in mid-2027
- Corporation Yard 6735 Hollister Avenue, Goleta, CA 93117
- Former Goleta Senior Center Office 5679 Hollister Avenue, Goleta, CA 93117

2. ANNUAL GAS FURNACE PREVENTATIVE MAINTENANCE

The Goleta Community Center and its tenants; CommUnify and Rainbow School, require annual gas furnace preventative maintenance and the work should occur in the month of November.

Service Tasks

- Inspect heat exchangers for cracks, corrosion, and signs of deterioration.
- Clean and adjust burner assembly.

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 13 of 18

- Inspect gas pressure and burner flame operation.
- Inspect, clean, and test flue and venting systems for proper draft.
- Lubricate all moving parts including motors and bearings.
- Check thermostat calibration and function.
- Inspect and tighten electrical connections.
- Test all limit switches, safety controls, and complete a full operational system check.

Locations For Annual Gas Furnace Preventative Maintenance

- Goleta Community Center, 5679 Hollister Avenue, Goleta, CA 93117
- CommUnify, 5681 Hollister Ave, Goleta, CA 93117
- Rainbow School, 5689 Hollister Ave, Goleta, CA 93117

3. ANNUAL EXHAUST FAN MAINTENANCE

Annual maintenance of exhaust fans at all City facilities.

Service Tasks

- Inspect exhaust fan blades for wear and buildup.
- Clean fan blades, housing, and internal components of dust and debris.
- Lubricate all moving components including motors and bearings.
- · Check and adjust belt tension; replace belts if worn.
- · Inspect and tighten electrical connections.
- Test fan motors and control systems for proper operation.
- Verify all control and safety devices are functioning properly.

Locations for Annual Exhaust Fan Maintenance:

- City Hall, 130 Cremona Drive, Goleta, CA 93117
- Corporation Yard, 6735 Hollister Avenue, Goleta, CA 93117
- Goleta Community Center, 5679 Hollister Avenue, Goleta, CA 93117

4. GENERAL AND EMERGENCY REPAIRS

Contractor shall be available to perform HVAC system repairs including diagnostics, replacement, and/or repair of:

- Bearings, seals, and actuators
- Electric motors, motor starters, and relays
- · Igniters, burners, and flame sensors
- Thermostats, control boards, and sensors
- · Dampers, valves, and refrigerant controls

Repair Protocol

Contractor shall perform a diagnostic assessment and submit a written report detailing:

- Nature of the issue
- Recommended action
- Itemized list of parts and materials

City of Goleta General Services Agreement with Beyond Heating and Air, Inc. Page 14 of 18 No charges shall be incurred for this diagnostic unless the repair is approved. All work outside of preventative maintenance shall be categorized as Extraordinary Maintenance and shall require pre-authorization from a representative in the City's General Services department.

Contractor shall respond to miscellaneous service calls and provide basic troubleshooting. The City expects an initial response within 1–2 business days of the service call.

5. EMERGENCY RESPONSE

- Contractor must respond to emergency service requests within four (4) hours of initial notification.
- Emergency service includes system failures that impact building occupancy, life safety, or critical operations.
- Work performed under emergency conditions will be billed in accordance with the hourly rates stated below.

6. REPORTING AND DOCUMENTATION

A detailed Service Report shall be submitted to the City within 3 business days following each visit. Reports must include:

- Work performed
- Issues observed
- Recommendations for follow-up or repair

An Annual Equipment Inventory Report shall be maintained, including:

- Make, model, serial number
- Location of each unit
- Date of last service

7. COMPLIANCE AND SAFETY

- Contractor shall follow all local, state, and federal regulations regarding HVAC maintenance, refrigerant handling, and hazardous material disposal.
- Contractor shall obtain all necessary permits for any work that requires them.
- All personnel must be properly trained and certified to perform the work outlined in this contract.

EXHIBIT B SCHEDULE OF FEES

1. PREVENTATIVE MAINTENANCE COST BREAKDOWN

Preventative Maintenance Services - Cadence	Cos	st Per Service
City Hall HVAC PM - Quarterly	\$	1,815.00
Corp Yard HVAC PM - Quarterly	\$	220.00
GVL Express HVAC PM - Quarterly	\$	110.00
GCC HVAC PM - Quarterly	\$	110.00
City Hall Exhaust Fan PM - Annual	\$	440.00
Corp Yard Exhaust Fan PM - Annual	\$	110.00
GCC Exhaust Fan PM - Annual	\$	880.00
GCC Annual Furnace PM - Annual	\$	1,100.00
Material Markup Rate		10%
Material Annual Cost Estimate (\$6,000 estimate)	\$	6,600.00
Total Annual Estimated Cost	\$	18,150.00
Total 3-year Contract Term Estimated Cost	\$	54,450.00

2. GENERAL AND EMERGENCY COST BREAKDOWN

Estimate calculated based on the two-year average run rate of historical repairs conducted at each site.

General And Emergency Repairs By Location	Anı	nual Estimate
City Hall	\$	9,100.00
Corp Yard	\$	1,200.00
GVL Express	\$	1,000.00
GCC	\$	8,870.00
Total Annual Estimated Cost	\$	20,170.00
Total 3-year Contract Term Estimated Cost	\$	60,510.00

3. TIME AND MATERIAL RATES

QUARTERLY HVAC PREVENTATIVE MAINTENANCE (PM)

HVAC PM - CITY HALL QUARTERLY SERVICE

CLASSIFICATION (e.g.,	HOURLY	HOURS PER
Journeyman)	RATE	QUARTER
Journeyman	\$ 110.00	16.5
MATERIAL MARK UP	% 10	

HVAC PM - CORP YARD QUARTERLY SERVICE

CLASSIFICATION (e.g.,	HOURLY	HOURS PER
Journeyman)	RATE	QUARTER
Journeyman	\$ 110.00	2
MATERIAL MARK UP	% 10	

HVAC PM - GVL EXPRESS QUARTERLY SERVICE

CLASSIFICATION (e.g.,	HOURLY	HOURS PER
Journeyman)	RATE	QUARTER
Journeyman	\$ 110.00	1
MATERIAL MARK UP	% 10	

HVAC PM - GCC QUARTERLY SERVICE

CLASSIFICATION (e.g., Journeyman)	HOURLY RATE	HOURS PER QUARTER
Journeyman	\$ 110.00	1
	\$	
	\$	
MATERIAL MARK UP	% 10	•

ANNUAL EXHAUST FAN PREVENTATIVE MAINTENANCE (PM)

EXHAUST FAN PM - CITY HALL ANNUAL SERVICE

CLASSIFICATION (e.g., Journeyman)	HOURLY RATE	HOURS PER YEAR
Journeyman	\$ 110.00	4
MATERIAL MARK UP	% 10	

EXHAUST FAN PM - CORP YARD ANNUAL SERVICE

CLASSIFICATION (e.g., Journeyman)	HOURLY RATE	HOURS PER YEAR
Journeyman	\$ 110.00	1
	\$	
	\$	
MATERIAL MARK UP	% 10	

EXHAUST FAN PM - GCC ANNUAL SERVICE

CLASSIFICATION (e.g.,	HOURLY	HOURS PER
Journeyman)	RATE	YEAR
Journeyman	\$ 110.00	8
MATERIAL MARK UP	% 10	

ANNUAL FURNACE PREVENTATIVE MAINTENANCE (PM)

FURNACE PM - GCC ANNUAL SERVICE

CLASSIFICATION (e.g.,	HOURLY	HOURS PER
Journeyman)	RATE	YEAR
Journeyman	\$ 110.00	10
	\$	
	\$	
MATERIAL MARK UP	% 10	

TIME & MATERIAL RATES (T&M)

T&M RATE - GENERAL & EMERGENCY REPAIRS

CLASSIFICATION (e.g., Journeyman)	HOURLY RATE
Journeyman	\$ 140.00
MATERIAL MARK UP	% 10

T&M RATE - OVERTIME GENERAL & EMERGENCY REPAIRS

CLASSIFICATION (e.g., Journeyman OT)	HOURLY OT RATE
Journeyman	\$ 210.00
MATERIAL MARK UP	% 10

T&M RATE - AFTER-HOURS GENERAL & EMERGENCY REPAIRS

CLASSIFICATION (e.g., Journeyman afterhours)	HOURLY AFTER- HOURS RATE
Journeyman	\$ 210.00
MATERIAL MARK UP	% 10

T&M RATE - HOLIDAY GENERAL & EMERGENCY REPAIRS

CLASSIFICATION (e.g., Journeyman holiday	HOURLY HOLIDAY
hours)	RATE
Journeyman	\$ 210.00
MATERIAL MARK UP	% 10