

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Loring Bemis, Facilities Maintenance Foreman

Agenda Date: June 14, 2010

Subject: HVAC Maintenance Agreement - Mayda & Sons Mechanical

Statement of Issue:

The HVAC equipment is located at Jefferson County Castle Hill property (Health Department, DCD and Public Works) and requires regular preventative maintenance. Mayda & Sons Mechanical provided the lowest bid through the Vendor List bid solicitation process. Mayda & Sons Mechanical is familiar with the equipment and is available to provide semi-annual and annual preventative maintenance and emergency service

Strategic Goals:

Will improve the effectiveness and efficiency of County government.

Analysis (Pro/Con):

Entering into the maintenance agreement will prolong the life of the HVAC equipment located at the Jefferson County Castle Hill property.

Cost Benefit Analysis:

N/A

Alternatives:

N/A

Fiscal Impact:

Cost is within the current budget

Revenue Budget Line: _____ Amount: _____
Expenditure Budget Line: 183-000-010 518.30.48 Amount: \$3983.70

Requested Action:

Approve and authorize the Board of County Commissioner Chairman to sign.

Reviewed By:


Philip Morley, County Administrator



CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this 3rd day of May, 2010, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners under and by virtue of Title 36, RCW, as amended and Mayda & Sons Mechanical hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor agrees to furnish all labor and equipment and do certain work, to-wit: That the Contractor herein will undertake and complete the following described work: provide preventative maintenance service on the HVAC equipment located at 615 Sheridan Street and 623 Sheridan Street, Port Townsend, WA for the total sum of three thousand nine hundred eighty three dollars and seventy cents (\$3983.70) in accordance with and as described in the attached scope of work which is by this reference incorporated herein and made a part hereof. The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall complete the described work as specified in the attached scope of work.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County of Jefferson hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the goods and services described and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached scope of work and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A: VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due The Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. **Workers Compensation and Employers Liability Insurance.** The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

B. **General Liability(1)** - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

1. Broad Form Property Damage with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
4. Premises - Operations Liability (M&C);
5. Independent Contractors and Subcontractors; and
6. Blanket Contractual Liability.

(1)Note: The County shall be named as an additional insured party under this policy.

C. **Automobile (2)** - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

(2) Note: The County shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of The Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of The Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to The Contractor until such time as The Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.


The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.

7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor May 3rd, 2010.



Mayda & Sons Mechanical
By: George Mayda, CEO

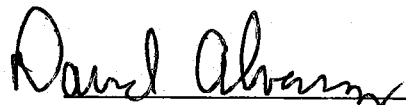
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

David W. Sullivan, Chair

Phil Johnson, Member

John Austin, Member

Approved as to form only this 15th
day of JUNE, 2010.



Deputy Prosecuting Attorney

Erin Lundgren
Deputy Clerk of the Board

Attachment "A"
Scope of Work

Provide all labor and materials to perform annual comprehensive cooling maintenance, annual heating maintenance and two mid-season operational inspections on the equipment listed on Attachment "B". These inspections include one annual condenser coil cleaning. Quarterly filter changes are the responsibility of Jefferson County and are not included in the scope of services.

April/May – Packaged Heat Pump Comprehensive Annual Maintenance – Cooling Cycle

- Report in with the County representative
- Record and report abnormal conditions, measurements taken, etc
- Review customer logs with the customer for operational problems and trends

General Assembly

- Inspect for refrigerant and oil leaks and report leak check results
- Check the sheaves and pulleys for wear and alignment
- Check the belts for tension, wear, cracks and/or glazing
- Check mechanical linkages for wear, tightness and clearances
- Verify clean evaporator coils
- Chemically clean condenser coils (non-toxic chemical – must be approved by owner)
- Check and clean drain evaporator drain pan, drain and trap
- Verify evaporator fan cleanliness
- Verify clean air filters
- Verify the operation of the crankcase oil heater(s), if applicable
- Check economizers, inspect linkages and damper motor operation

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable
- Verify unit thermostat controller operates properly

Lubrication

- Check oil level in the compressor(s)
- Sample refrigerant for analysis

Motor and Starter

- Clean starter and cabinet, if applicable
- Inspect wiring and connections for tightness and signs of overheating and discoloration
- Check the contactors for free and smooth operation
- Verify the tightness of the compressor motor terminal connections

Reverse Cycle Heating Option

- Verify proper operation of the reversing valve
- Verify proper operation of the defrost cycle
- Verify proper operation of the auxiliary heat, if applicable

Start-up / Checkout Procedure

- Start the unit
- Verify the starter operation, if applicable
- Verify the smooth operation of the compressors and fans
- Check refrigerant temperatures and pressures

- Log operating conditions of the unit after the system has stabilized
- Review operating procedures with operating personnel

June – Packaged Heat Pump Inspection- Mid Season Cooling

- Start the unit, if not operating
- Verify the smooth operation of the compressors and fans
- Verify clean air filters
- Log operating conditions of the unit after the system has stabilized (including economizer components)
- Review operating procedures with operating personnel

September – Packaged Heat Pump Annual Maintenance – Heating Cycle

Start-up – Checkout Procedure

- Inspect for refrigerant and oil leaks and report leak check results
- Verify smooth operation of the fans
- Check the belts for tension, wear, cracks and glazing
- Verify clean air filters
- Verify proper operation of the heating section
- Verify the operation of the temperature controls
- Inspect wiring and connections for tightness and signs of overheating and discoloration
- Check the contactors for free and smooth operation
- Verify the tightness of the compressor motor terminal connections
- Verify operation of economizer components

Reverse Cycle Heating Option

- Verify proper operation of the reversing valve
- Verify proper operation of the defrost cycle
- Verify proper operation of the auxiliary heat, if applicable

December – Packaged Heat Pump – Mid-Season Heating

- Verify smooth operation of the fans
- Check the belts for tension, wear, cracks and glazing
- Verify clean air filters
- Verify proper operation of the heating section
- Verify the operation of the temperature controls

Service technician shall be authorized/certified to perform service on Trane Commercial Equipment.

All service and tests shall be documented on a log which shall be provided to the owner upon service completion.

Contractor will respond to the site within 24 hours of being notified of an equipment failure/breakdown.

Term of contract shall be 1 service year.

Contractor shall submit invoices for completed work and for services rendered. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved using the County's normal bill paying cycle.

Attachment "B"
Equipment

Building #1
Health/DCD
615 Sheridan Street
Port Townsend, WA 98368

EQUIP					
#	BRAND	SIZE	MODEL#	SERIAL #	MANUFACTURE DATE
HP1	TRANE	3 TON	WSC036A1RDA1M01C2A	531102934L	July-05
HP2	TRANE	3 TON	WSC036A1RDA1M01C2A	531102790L	July-05
HP3	TRANE	3 TON	WSC036A1RDA1M01C2A	531102718L	July-05
HP5	TRANE	3 TON	WSC036A1RDA1M01C2A	531102862L	July-05
HP6	TRANE	3 TON	WSC036A1RDA1M01C2A	531103006L	July-05
HP7	TRANE	3 TON	WSC036A1RDA1M01C2A	531103076L	July-05
HP8	TRANE	4 TON	WSC048A3REA1N02C2A2B00300	531103054L	July-05
HP11	TRANE	4 TON	WSC048A3REA1N02C2A2B00300	531102696L	July-05
HP4	TRANE	5 TON	WSC060A3REA1P01C2A2B00300	531102704L	July-05
HP9	TRANE	5 TON	WSC060A3REAIPOIC2A2B00300	531102848L	July-05
HP10	TRANE	5 TON	WSC060A3REAIPOIC2A2B00300	531102776L	July-05
	mitsubish				
AC	I		PK24FK3	42G007598	
	mitsubish				
AC1A	I		PU24EK3 CONDENSING UNIT	54U0003IC	

Building #2
Public Works
623 Sheridan Street
Port Townsend, WA 98368

EQUIP					
#	BRAND	SIZE	MODEL#	SERIAL #	MANUFACTURE DATE
HP5	TRANE	3 TON	WSC036A3REA23D1C2A1B0020I	640100194L	September-06
			WSC036A3REA23D1C2A1B0020I		
HP6	TRANE	3 TON	A	640100116L	September-06
HP2	TRANE	5 TON	WSC060A3RGA27D1C2A100060I	640100200L	September-06
HP1	TRANE	6 TON	WSC072A3RKA21C1C2A1B0060K	640100334L	October-06
HP3	TRANE	6 TON	WSC072A3RGA21C1C2A100060I	640100180L	October-06
HP4	TRANE	6 TON	WSC072A3RGA21C1C2A100060I	640100102L	October-06

Attachment "C"
Schedule of Itemized Prices

ITEM DESCRIPTION	Type of Service	Total
Building #1 – 615 Sheridan Street	Complete Service – Attachment "A"	\$2415.00
Sales Tax		\$ 202.86
Building #1 - Total Annual Service		\$2617.86
Building #2 – 623 Sheridan Street	Complete Service – Attachment "A"	\$1260.00
Sales Tax		\$ 105.84
Building #2 - Total Annual Service		\$1365.84
Additional Costs		
Hourly Rate	Service performed outside of annual maintenance	\$ 95/hr
Travel Expenses	Service performed outside of annual maintenance	\$95/travel hr