

CONTRACTOR: Hermanson Company, LLP
CONTACT PERSON: Geoff Vestman/Service Development Mgr.
ADDRESS: 1221 2nd Avenue North, Kent, WA 98038
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: _____/602004844
TELEPHONE/FAX NUMBER: 206-462-8341/206-575-9700
COUNTY DEPT: Facilities & Fleet
DEPT. CONTACT PERSON: Dick Ryan
TELEPHONE/FAX NUMBER: 425-388-3064
PROJECT: Air Conditioning, Chiller Maintenance and Repair
AMOUNT: \$120,000 for two years
FUND SOURCE: 511.5180214832 & 511.5180314832 HVAC Service
CONTRACT DURATION: two years commencing upon the date of contract execution

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Hermanson Company, LLP, a Washington corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is provide Air Conditioning, Chiller Maintenance and Repair for Snohomish County Facilities Management. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof the services shall be performed in accordance with the requirement. This Agreement is the product of County RFP No. 07-18.
2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate in two years, Provided, however, that the County's obligation after December 31, 2018 are contingent upon local legislative appropriate of necessary funds for this specific purpose in accordance with the County Charter and applicable law. The Contract may be renewed for additional one year terms up to five years. Contract prices shall remain firm fixed during the contract term.
3. Compensation.
 - a. Services. The County will pay the Contractor on a fee basis for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.
 - b. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses.
 - c. Invoices. The Contractor shall submit properly executed invoices to the County in accordance with Schedule B.

- d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

- e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes No

- f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$120,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor

agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Dick Ryan
Title: Maintenance Supervisor II
Department: Facilities & Fleet
Telephone: 425-388-3064

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County.

Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnities' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document,

report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverage required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- e. Subcontractors. The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverage provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County

employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

- a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within 15 business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.
- c. The County may terminate this Agreement upon 30 business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.
- d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but

not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:

Snohomish County Facilities Maintenance Division
3000 Rockefeller Avenue, M/S 404
Everett, Washington 98201
Attention: Dick Ryan
Maintenance Supervisor II

and to:

Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bramby Tollen
Purchasing Manager

If to the Contractor:

Hermanson Company, LLP
1221 2nd Avenue North, Kent, WA 98038
Attention: Geoff Vestman/Service Development Mgr.

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records General Rule 31.1. This Agreement and all public administrative records associated with this Agreement shall be available from the Court for inspection and copying by the public where required by General Rule 31.1. To the extent that public administrative records then in the custody of the Contractor are needed for the Court to respond to a request under General Rule 31.1, as determined by the Court, the Contractor agrees to make them promptly available to the Court. If the Contractor considers any portion of any record provided to the Court under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the Court receives a request under General Rule 31.1, to inspect or copy the information so identified by the Contractor and the Court determines that release of the information is required by General Rule 31.1 or otherwise appropriate, the Court's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor files opposition to the disclosure pursuant to General Rule 31.1(f). If the Contractor fails to timely file opposition to the disclosure, the Court will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act or GR 31.1. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable

to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Pat Allen 4/1/18
Date

CONTRACTOR:

David Gough 5-17-18
Contractor Date

David Gough "Director"
Print Name and Title

Exhibit A

SCOPE OF SERVICES, TECHNICAL SPECIFICATIONS AND CONTRACTOR REQUIREMENTS

Provide preventative maintenance (PM) and repairs of air conditioning, chiller and refrigeration equipment at the following locations:

Medical Examiner Building	9505 29 th Ave W	Everett, WA
Records Building	1000 California Ave	Everett, WA
Corrections Wall Street Building	2930 Wetmore Avenue	Everett, WA
Corrections Oakes Central Plant	3025 Oakes Avenue	Everett, WA
Courthouse	3000 Rockefeller Avenue	Everett, WA
South District Court	20520 68 th Avenue West	Lynnwood, WA
Denney Juvenile Justice Center (DJJC)	2801 10 th Street	Everett, WA
Robert J. Drewel Building (RJD)	3000 Rockefeller Avenue	Everett, WA

See Attachment A for equipment manufacturer, model and serial numbers.

The contractor will be required to provide each of the following services for (Service Levels 1, 2 and 3) for the air conditioning, chiller and refrigeration equipment listed in Attachment A of Request for Proposal (RFP No. 07-18):

Service Level 1

- Provide semi-annual "Preventive Maintenance" checks in March and October each year. (See Schedule A)
- Provide Seasonal Start-Up between April 15 and April 30 each year. (See Schedule B)
- Provide annual Maintenance check in August of each year. (See Schedule C)

Service Level 2

- Provide "Standard" repairs, on an as needed basis with a 48 hour response time, Monday through Friday between the hours of 7:00 am and 5 p.m.

Service Level 3

- Provide "Emergency" Repairs on an as needed basis with a 4 hour response time, 24 hours a day, 7 days per week, including holidays.

Service Level Definitions:

Preventive Maintenance, Start Up and Maintenance Check (Service Level 1):

Provide all necessary labor, tools, equipment, travel and consumable supplies necessary to maintain the air conditioning, chiller and refrigeration equipment in prime operating condition, in accordance with the original equipment manufacturers (OEM) service recommendations. Consumable supplies shall include but not be limited to oils, seals, gaskets, filters and minor parts.

Standard Maintenance (Service Level 2):

Repair of equipment (Monday through Friday 7:00 a. m. to 5:00 p. m.) within 48 hours after notification by Facilities Management and approval by the County of a written estimate.

Emergency Repair (Service Level 3):

Repair of equipment within 4 hours, 24 hours per day seven days per week.

TECHNICAL SPECIFICATIONS AND CONTRACTOR REQUIREMENTS

A. Subcontracting

The contractor shall be the sole responsible agent for all matters regarding contract performance. No subcontracting will be allowed without the express written permission of Facilities Management.

B. Local Presence

The contractor shall have a service facility within the greater Seattle/Tacoma/Everett geographical area where parts are stocked and an adequate number of service technicians are located to provide the services required by the County.

C. Parts/Parts Availability

Parts shall be OEM or equivalent.

The contractor must maintain an adequate inventory of necessary and customary parts in their service vehicles to make common repairs at the initial visit in order to keep return visits to a minimum.

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for routine expendable parts, normal yearly replacement parts and multi-year replacement parts. The Contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the service contractor is expected to have emergency parts availability at no additional cost to Facilities Management in a reasonable length of time (24 hours) to minimize equipment down time.

D. Special Reports and Notifications

- a. The contractor shall maintain a cumulative record of all maintenance service and repairs for each piece of equipment.
- b. An e-mailed report shall be provided to the Facilities contact upon completion of each inspection or repair which includes time in and out, the equipment serviced and the work accomplished.
- c. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, then this problem shall be directly brought to the attention of the Facilities contact person by calling the Snohomish County Facilities dispatch number to develop a plan of action immediately for the timeliest repair to the equipment.
- d. Written service reports shall be submitted by mail to the Facilities Supervisor with all invoices to document labor hours and parts used showing parts mark-up.
- e. A report shall be provided for each piece of equipment at the end of each calendar year which details all work completed during the year and a condition assessment of the equipment with recommended replacement schedules. The report shall be mailed to Supervisor, Snohomish County Facilities, 3000 Rockefeller Avenue, MS 404, Everett, WA 98201.

E. Warranty

The contractor warrants against defects in materials, workmanship and labor for a minimum period of one year, for all part(s) or component(s) supplied and installed. If any parts(s) or component(s) should prove defective during the aforementioned warranty period, the Contractor will at its option, repair or replace any such items at no cost to the County provided they were not damaged, abused, or affected by chemical properties at no cost to the County.

Part(s), component(s) or services furnished by the Contractor carry the same guarantee to Facilities Management as the Contractor receives.

F. Service Technician Qualifications

The Contractor shall use an adequate number of trained skilled technicians who are completely familiar with the specified requirements and the methods needed for timely performance of this work.

Service technicians will be required to pass required background checks, provided by the County.

Service Technicians must be trained and have the necessary experience to work on the air conditioning, chiller and refrigeration equipment listed in Attachment A.

G. On-Site Personnel Identification

- a. The Contractor shall provide the County with names and cell phone numbers of all personnel who will be working on-site. The Contractor shall not substitute or replace any assigned personnel without prior approval of Facilities Management.
- b. Proper uniforms (hats or shirts etc.) that identify the service technicians shall be worn while on County property.
- c. Each Service Technician shall carry identification while on the County property. Identification information shall include the employee's full name, photograph, company name, company address, and company phone number.
- d. The Service Technician shall be in compliance at all times with Federal, State and local regulations.
- e. All Service Technicians working on-site *must* check in with Facilities Maintenance upon arrival and before departure.

H. Service Work Schedules and Times

- a. Facilities Management will coordinate all work with site management. All service work (schedule 1&2) shall be performed during normal working hours (between the hours of 7:00 AM and 5:00 PM, Monday through Friday). Actual work schedules of the Service Technicians shall be pre-determined and approved by Facilities Management.
- b. The Contractor shall notify Facilities Management immediately in writing of any occurrence or condition that interferes with the full performance of the contract.
- c. Service shall not interfere with normal County operations.
- d. All equipment shutdowns and work performed during non-normal working hours MUST be coordinated in advance with Facilities Management.

I. Job Site Safety

- a. The Contractor shall, during the progress of work, take all necessary precautions for the prevention of accidents, the adherence to safety regulations, and the protection and accountability for all work tools and equipment while working in the inmate worker environment.
- b. The contractor shall erect and maintain all barricades, cones and electric warning lights, approved by the County in order to guard against any impending danger.
- c. The contractor shall be in compliance with the Lock-out -Tag-out, Fall protection plans, and Hot Work procedures according to OSHA/WISHA regulations.
- d. All work is to be performed following safe Snohomish County Health District, Risk Management, WSHA and Local, State and Federal approved standards.

J. County Holidays

The following holidays are recognized as official Snohomish County holidays. Work called out on any of these days from 12:01 a.m. to 12:00 midnight may be billed using the holiday rates.

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Day

K. Service Company Damage

All damage caused by the Contractor and their Service Technicians shall be promptly repaired to existing condition at the Contractor's expense.. This includes, but is not limited to, insulation damaged during scheduled maintenance.

L. Repair Work

If Contractor is not available as needed, the County reserves the right to utilize other Contracts as needed. The County also reserves the right to perform the work itself.

Attachment A – AIR CONDITIONING, CHILLER AND REFRIGERATION EQUIPMENT

Below is a list of equipment under the scope of this contract. The County may choose to add and delete equipment during the contract term.

Chiller Inventory

Asset Name	Asset#	Serial#	Manufacturer	Model	Property	Room/Area
CH1-W	CH1-W	L845E19542	Trane	CRHR500C-2HAT	Wall Street Jail Building	5 North Mech Room
CH2-W	CH2-W	L845E19541	Trane	CRHR500C-2HAT	Wall Street Jail Building	5 North Mech Room
CH1-O	CH1-O	L03K07430	Trane	CVHF410	Oaks jail	Oakes Central Plant
CH2-O	CH2-O	L03K07431	Trane	CVHE500	Oaks jail	Oakes Central Plant
CH-Chiller-1	CH-Chiller-1	SFEM-855540	York	AZM-035	Courthouse	Basement Mech. Room
CH-Chiller-2	CH-Chiller-2	SFEM-855680	York	FZM-034	Courthouse	Basement Mech. Room
SD -Chiller	SD -Chiller	U13137697	Trane	CGAM035F2J02	South District Court	SW Corner Outside
* Chiller 1	DJJC chiller 1	New in 2018 service in 2019			DJJC	Behind loading dock
CH - 1	Administration West CH-1	Control panel ser # DSM-074	York	YKDPDQ4 - CHGS	Admin West	LL boiler room
CH - 2	Administration West CH- 2	Control panel ser # ESM -038	York	YKDPDQ4 - CHGS	Admin West	LL boiler room
Chiller 3	Chiller - 3	2EWM006317	York	YCAL0056EE46XEASDTC ATXRLXXXX40	Courthouse	Courthouse roof

* This unit is scheduled for replacement

Air Conditioning Inventory

* ACU - 1	DJJC - ACU	J98B70556	Trane	SFHF204JP26C4ED9001 AEGKRT8#	DJJC	Rooftop
* ACU-2	DJJC - ACU	New in 2018 service in 2019			DJJC	Rooftop
* ACU-3	DJJC - ACU	New in 2018 service in 2019			DJJC	Rooftop
Compressor 1	AHU 1	04E400079	Copeland	Type: SCH2-11HO-FWD-200	RJD	Rooftop
Compressor 2	AHU 1	04E400094	Copeland	Type: SCH2-12HO-FWD-200	RJD	Rooftop
Compressor 1	AHU 2	04E400084	Copeland	Type: SCH2-11HO-FWD-200	RJD	Rooftop
Compressor 2	AHU 2	04E400066	Copeland	Type: SCH2-12HO-FWD-200	RJD	Rooftop
AE -CRAC - 1	CRAC - 1	683264-001	Leibert	DH31WWAGGI	RJD	RJD Server Room
* AE - CRAC - 2	CRAC - 2	new in 2018 service in 2019	Leibert		RJD	RJD Server Room
AE - CRAC - 3	CRAC - 3	683264-003	Leibert	DH31WWAGGI	RJD	RJD Server Room

*To be replaced with similar in 2018

Refrigeration Inventory

System 1	Records Bld 1	03f94145g	Copeland	ZF18K4E -TF5 -261	Records Bld	Rooftop
System 2	Records Bld 2	08C 147 54B	Copeland	CRN 5 05 00TF5970	Records Bld	Rooftop
Unit ME 3	Med Exam 3	272673J98	Witt	PWH025E44D	Med Exam	Rooftop
Unit ME 4	Med Exam 4	272671J9H	Witt	PWH010H22D	Med Exam	Rooftop
System A	Warehouse freezer	Compressor ETO2B26072S	Omni Temp	4D4-AC-V-6_B-3	Oakes Jail	Kitchen/loading dock
System B	Thaw Meat Cooler	Compressor ETO4A03177	Omni Temp	4D4-AC-V-6_B-3	Oakes Jail	Kitchen/loading dock
System C	Produce Cooler	Compressor ETO2J31144	Omni Temp	4D4-AC-V-6_B-3	Oakes Jail	Kitchen/loading dock
System D	Dairy Cooler	Compressor ETO4A03178	Omni Temp	4D4-AC-V-6_B-3	Oakes Jail	Kitchen/loading dock
System E	Ready Cooler	Compressor ETO4A03174	Omni Temp	4D4-AC-V-6_B-3	Oakes Jail	Kitchen/loading dock

SCHEDULE A

Refrigeration System Preventive Maintenance Checks (March and October)

- **Evaporator Components**
- Check for proper defrost cycle operation, Check defrost heater operation
- Tighten all electrical connections
- Check condition of all electrical contacts for wear or pitting
- Check contactors for free and smooth operation
- Check motors and fans
- Clean and check that motors rotate freely
- Lubricate motors if applicable
- Check defrost heaters
- Clean drain pan and drain add pan disinfectant treatment tab
- Clean evaporator coils
- Check and record box temperature and alarm
- Check compressor and amperage in all circuits & Components
- Tighten all electrical connections.
- Check electrical components (contactors, capacitors, etc.)
- Check defrost timer and defrost controls
- Check operation of the safety and operating control system
- Check oil level in compressor, if applicable
- Check condition of refrigerant line insulation
- Check for proper refrigerant level in system
- Check refrigerant sub-cooling, leaving condenser
- Check refrigerant superheat at the compressor
- Check discharge line temperature at the compressor
- Check capillary tubes for vibration wear
- Check and record refrigerant discharge pressure
- Check and record refrigerant suction pressure
- **Condenser Components**
- Clean condenser coils
- Check motors and fans. Clean blades and check to see that the motor rotates freely
- Lubricate motors, if applicable.
- Check compressor heater operation
- **Electrical System**
- Check voltage at compressor for voltage balance and voltage drop
- Check amperage at compressor for balance and over-current
- Tighten all electrical connections
- Check condition of all electrical contacts for wear or pitting
- Check contactors for free and smooth operation

SCHEDULE B

Chillers and Air Conditioning Systems:

Seasonal Start-up and Annual Maintenance (Between April 15 and April 30)

- Analyze the recorded data. Compare the data to the original design conditions.
- Provide a written report of completed work, operating log, and indicate any deficiencies detected, both corrected and uncorrected. All information must be added to the chiller logbook in the plant control room.
- Pull oil sample and send out for spectrographic analysis to a reputable oil analysis company. A copy of the report shall go to the Facilities Maintenance Supervisor.
- Oil change as needed, (shown by oil analysis or if required by equipment manufacturer).
- Lubricate equipment as needed.
- Purge maintenance and operation
- Vane linkage and oil valve lubrication
- Tighten all electrical connections
- Megger compressor motor and provide test results.
- Low temperature sensor calibration using the ice bath method.
- Drain the rupture disc vent line
- Calibrate all chiller controls to included but not limited to:
 - Temperature and pressure transmitters.
 - Flow switches
 - kW meter (as required)
 - Motor amps & volts
- Adjust oil levels as needed, (oil provided by owner).
- Complete check of sequence of operation.
- Test safeties.
- Testing and calibration of equipment room refrigerant monitors and sensors. Enter results in mechanical room log.
- Leak check with leak detector paying special attention to any disassembled joints, (low pressure machines will have temperature raised to test pressure). Adjust refrigerant levels, (refrigerant to be provided by owner).
- Review faults
- Clean drain pan and drain add pan disinfectant treatment tab.

VFD/Starters w/Electronic Controls Annual Service

- Clean the starter and cabinet once a year.
- Inspect the wiring and connections for tightness and signs of overheating and discoloration.
- Tighten to proper torque if necessary
- Check condition of all electrical contacts for wear or pitting.
- Check contactors for free and smooth operation.
- Check the mechanical linkage for wear, security, and clearances.
- Calibrate solid-state starter ramp speed
- Calibrate solid-state starter torque
- Verify the overload settings.
- Review faults

SCHEDULE C

Chillers and Air Conditioning Systems: **Annual Operational Check (August)**

- Check general machine operation
- Check the operation of the VFD
- Check the operation of the purge unit.
- Check condenser fan operation
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Check approaches through calculation
- Check control power and piping
- Check gauges & indicator lights
- Check refrigerant charge and leak check
- Check safety & operating controls
- Check starter wiring and contacts
- Log:
 - Bearing temperature
 - Condenser leaving temperature difference
 - Condenser refrigerant temp
 - Condenser sub-cooler temperature
 - Condenser water flow delta P
 - Condenser water in temperature
 - Condenser water out temperature
 - Condenser water pump delta P
 - Condensing pressure
 - Cooler leaving temperature difference
 - Cooler pressure
 - Cooler refrigerant temperature
 - Oil level
 - Oil pump current
 - Oil sump pressure
 - Oil sump temperature
 - Oil supply pressure
 - Refrigerant dry-eye indicator status
 - Clean drain pan and drain add pan disinfectant treatment tab.

Exhibit B
PRICING

PRICE PROPOSAL, Submittal Form 3, Pages 15-20

Scheduled Maintenance

CHILLERS

CH1-W SN L845E195472 Trane Wall Street Jail 5th FL Mech Room

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH2-W SN L845E19541 Trane Wall Street Jail 5th FL Mech Room

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH1-O SN L03K07430 Trane Oaks Jail Central Plant

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH2-O SN L03K07431 Trane Oaks Jail Central Plant

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH-Chiller-1 York 1AZM-035 Courthouse Boiler room

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH-Chiller-2 York FZM-034 Courthouse Boiler room

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CHILLER 1 SN U97K05640 Trane DJJC behind loading dock (Unit to be replaced with similar unit in 2018)

Cost for Annual Operational Check (Includes Trip Charges) August New in 2018	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i> New in 2018	\$1,510

SD-Chiller Trane, Model # CGAM035F2J02 Serial #U13137697 South District Courthouse behind building

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH-1 # DSM-074 York YKDPDQ4 – CHGS Admin West LL Boiler room

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

CH-2 # ESM-038 York YKDPDQ4 – CHGS Admin West LL Boiler room

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

Chiller-3 SN 2EWM006317 York Courthouse roof

Cost for Annual Operational Check (Includes Trip Charges) August	\$280
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$1,510

AIR CONDITIONERS

ACU-1 SN J98B70556 Trane DJJC Roof (Unit to be replaced with similar unit in 2018)

Cost for Annual Operational Check (Includes Trip Charges)	\$300
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$150

ACU-2 SN J98B70557 Trane DJJC Roof (Unit to be replaced with similar unit in 2018)

Cost for Annual Operational Check (Includes Trip Charges) August N/A New in 2018	\$300
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i> N/A New in 2018	\$150

ACU-3 SN J98B70558 Trane DJJC Roof (Unit to be replaced with similar unit in 2018)

Cost for Annual Operational Check (Includes Trip Charges) August N/A New in 2018	\$300
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i> N/A New in 2018	\$150

COMPRESSOR 1 SN 04E400079 Copeland RJD roof mechanical room

Cost for Annual Operational Check (Includes Trip Charges) August	\$180
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$180

COMPRESSOR 2 SN 04E400094 Copeland RJD roof mechanical room

Cost for Annual Operational Check (Includes Trip Charges) August	\$180
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$180

COMPRESSOR 1 SN 04E400084 Copeland RJD roof mechanical room

Cost for Annual Operational Check (Includes Trip Charges) August	\$180
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$180

COMPRESSOR 2 SN 04E400066 Copeland RJD roof mechanical room

Cost for Annual Operational Check (Includes Trip Charges) August	\$180
Cost for Seasonal Start-Up and Annual Maintenance (Includes Trip Charges) <i>Between April 15 and April 30</i>	\$180

CRAC -1 RJD Server Room

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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CRAC -2 RJD Server Room (Unit to be replaced with similar unit in 2018

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges) N/A New in 2018	March \$205	October \$135
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CRAC -3 RJD Server Room

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System 1 SN 03F94145G Copeland Records Building

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System 2 SN 08C 147 54B Copeland Records Building

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges.	March \$205	October \$135
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Refrigeration ME – 3 SN 272673J98 Copeland Medical Examiners

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration ME – 4 SN 27671J9H Copeland Medical Examiners

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System A Omni Temp Oakes Jail

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System B Omni Temp Oakes Jail

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System C Omni Temp Oakes Jail

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System D**Omni Temp Oakes Jail**

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Refrigeration System E**Omni Temp Oakes Jail**

Cost for two Preventive Maintenance Checks (March and October) (Includes Trip Charges)	March \$205	October \$135
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Total of all items from pages 15-19 (Annual Cost for Scheduled Maintenance, that is: Preventive Maintenance, Seasonal Start Up and Annual Maintenance Check):	\$26,560.00
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PRICE PROPOSAL Submittal Form 3 (continued)

REPAIR WORK

Normal Business Hours: 7:00 am to 5:00 pm Monday through Friday

Non Business Hours: Hours other than Normal Business Hours including Saturday, Sunday and Snohomish County Holidays.

1.	Hourly Labor Rate for repair Work During Normal Business Hours Monday-Friday 7am – 5pm (includes trip charges)	\$ 140 per hour
2.	Hourly Labor Rate for Work During Non-Business Hours Monday-Friday, 4pm-8am & Saturday (includes trip charges) Sunday & Holidays, all day (includes trip charges)	\$189 per hour \$345 per hour
3.	Parts Cost Plus (insert your proposed “plus” percentage); Not to exceed 15%	10%
4.	Annual Tube Brushing Hydro Technical Method	\$ 830 per chiller
5.	Vibration Analysis	\$ 800 per chiller
6.	Eddy Current Test on Condenser Tubes	\$ 940 per chiller

The hourly rates indicated above include trip charges, travel hours and mileage expense (to and from the County job site) and begin upon arrival at the County repair site and end upon exit from the County repair site.

END OF SUBMITTAL FORM 3