

CONSULTANT:	Five Star Mechanical
CONTACT PERSON:	Paula Lucht
ADDRESS:	7509 Grange St. W. Lakewood, WA 98499
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	601-937-083
TELEPHONE/FAX NUMBER:	253 852-8284
COUNTY DEPT:	Facilities and Fleet Management
DEPT. CONTACT PERSON:	Anna Morton
TELEPHONE/FAX NUMBER:	425-388-3896
PROJECT:	Refrigeration Systems Preventative Maintenance, Repair and Support Services
AMOUNT:	\$100,000
FUND SOURCE:	511.5180314832, 511.5180214832
CONTRACT DURATION:	Execution through 3 years unless extended or renewed pursuant to Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Five Star Mechanical, a 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 to define the terms by which the Contractor will provide the County with Refrigeration Systems Preventative Maintenance, Repair, and Support Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP 25-0420RB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate three (3) years after execution, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3)

additional one (1) year term, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County's obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor 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 set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include: the complete Scope of Work performed, the date, time of day, hours worked, and time traveled, list the building name and address where the work was performed, list specific refrigeration system the invoice covers, and person contacted, list the correct wage amount and must also show the material cost and mark-up percentage.

Invoices that are not complete or accurate will be returned to the Contractor for correction, with payment due sixty (60) days from when the complete corrected invoice is received.. Subject to Section 8 of this Agreement, the County will pay complete and correct invoices within thirty (30) calendar days of receipt.

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 SBF-SnocoEpayables@co.snohomish.wa.us 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 \$100,000 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: Ian Andrews
Title: Facilities Supervisor I
Department: Facilities and Fleet Management
Telephone: (425) 359-0127
Email: <Ian.Andrews@snoco.org>

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 indemnitees' 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: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$3,000,000 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 coverages 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 insureds 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 insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages 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. The Contractor shall pay prevailing wages as required by chapter 39.12 RCW.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 five (5) business days of written notice to do so by the County, the County may

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.

25. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County 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 County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County'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 obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County 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. 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.

26. 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.

27. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

34. 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:

FIVE STAR MECHANICAL:

County Executive Director Date

Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Risk Management Date

Legal Counsel to the Contractor Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Schedule A

SCOPE OF SERVICES – RFP 25-0420RB

The Contractor shall provide all necessary labor and consumable parts for **Refrigeration Systems Preventative Maintenance, Repair, and Support Services** at County locations identified in Schedule B. Maintenance services shall be performed in accordance with the Original Equipment Manufacturers (OEM) maintenance specifications, and as described in this document.

See Schedule B for number of inspections per year per site, and specific equipment required to be inspected. During the term of this Agreement the County may have the need to add or delete a refrigeration system to/from this Agreement. The Directors of Facilities and Fleet may add or delete refrigeration systems from this Agreement by change order, so long as the change does not increase the total Agreement cost above the Agreement Maximum.

1. Routine Preventative Maintenance

- 1.1 Routine Preventative Maintenance is defined as regularly scheduled work to reduce equipment failure, maximize up-time, and optimize long-term management. Work performed as Routine Preventative Maintenance (RPM) is as further outlined in this Section 1 of Schedule A.
- 1.2 General Duties: The Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, equipment (including employee safety equipment, lifts and ladders, consumable parts, and technical information necessary to provide Routine Preventative Maintenance Services for the County's eight (8) refrigeration condenser/compressor units located in three (3) buildings in the County as further described in Schedule B.
- 1.3 The Contractor is responsible for scheduling Technician's to meet the response times established by this Agreement. "Technician" means an individual employed by the Contractor who possesses the necessary skills, certifications and qualifications to perform the tasks outlined in this Agreement. Any Technician provided by the Contractor must complete and pass a background check selected and administered by the County Sheriff's Office prior to coming on site. The Sheriff's Office needs at least 1 month to process background checks. The cost of the background check will be borne by the Contractor.
- 1.4 The Contractor shall regularly and systematically, on a continuous basis (according to Department of Labor and Industries ("L&I") standards and/or manufacturer requirements), examine, clean, and adjust the refrigeration system units and provide service during Regular – Straight Time Hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverages described hereinafter ("Routine Preventative Maintenance"). Routine Preventative Maintenance includes all work and materials expressly required under this Agreement or reasonably inferred, whether expressly stated herein, including, but not limited to cleaning, lubricating, adjusting, replacing parts, repairing equipment, and all express

and implied work stemming therefrom, as further described in this Section 1:

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

B. Safety Labels

Product safety labels should be clean and visible to all users.

Replacement labels should be ordered from manufacture when required.

- o Note: Technical Data Sheets are information tools only and should not be used

as substitutes for instructions from individual manufacturers. Always consult with individual manufacturers for specific recommendations for their products and check the applicable local regulations.

1.5 Materials, Parts, and Equipment: The Contractor shall only use new parts, materials and equipment for the purposes intended. Parts, materials or equipment requiring repair shall be rebuilt to “as new” condition. Parts, materials and equipment shall be OEM unless preapproved by the County.

Manufacturers’ Parts and Lubricants

1. In performing the Services, the Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment.
2. Equivalent parts or lubricants may be used if approved in writing by the County.
3. The Contractor shall have a local stock of commonly used repair parts necessary to provide routine preventative maintenance.

1.6 Removal of Parts

A. No parts or components required for the performance of Services on the refrigeration systems or required for their operation may be removed from the job site without written approval from the County.

B. This does not include renewal parts stocked on the job by the Contractor but does include parts and components which were installed with and are a part of the refrigeration condenser/compressor units installation, and parts delivered to the property and paid for by the County, which shall remain its sole property until installed on the equipment.

1.7 Performance Requirements

The Contractor shall perform all adjustments required to maintain the unit. The Contractor must check the operating system for each unit to ensure that the unit is kept operating continuously and make necessary tests and corrections.

1.8 Maintenance Control Program

The Contractor shall provide a Maintenance Control Program (hereafter “MCP”) for the equipment. The MCP shall at a minimum include routine preventative maintenance, examinations, and testing of the equipment no less frequently than required by L&I standards and/or manufacturer requirements.

2. Addition or Removal of Refrigeration Systems

A. The County may add and remove refrigeration systems from Routine Preventative Maintenance services based on building sales, acquisition, modernization, or any other reason via Change Order. Provided that it does not increase the Contract Maximum, the Director of Facilities and Fleet may execute an amendment adding or removing Refrigeration equipment. Refrigeration systems added or removed from coverage by

amendment could increase or decrease the amount of monthly basic compensation for Routine Preventive Maintenance services. During the Routine Preventative Maintenance, the Contractor shall conduct a physical inventory of all equipment to be serviced. The Contractor shall verify the count, model numbers, serial numbers, and condition of all equipment against the attached asset list in Schedule B. The Contractor shall notify the County in writing of any discrepancies between the actual units discovered in the field and the Attached Schedule B within two working days of discovery. Field verifications necessitating changes to Schedule B shall be recorded in an amendment. The Contractor shall preform work on units discovered in the field, but differing or not included in Schedule B, provided the work will not increase the Contract Sum. The contractor shall not preform work which will increase the Contract Sum without an executed amendment. For each refrigeration unit added, a basic compensation increase will be negotiated, using the type of refrigeration unit, conditions of service, and basic compensation of like refrigeration units under the Agreement as a guide.

B. The County may choose to modernize any or all of the refrigeration systems during the term of the Contract. This Scope of Work does not guarantee the Contractor will be awarded a modernization contract if a competition for modernization is advertised.

3. Additional Repair of Refrigeration Systems

A. Additional, optional, maintenance or repair work may be requested by the County.

B. At the County's request, the Contractor must provide a detailed explanation of Quotation of Work for each additional, optional maintenance or repair work identified. This Quotation of Work shall identify:

- A not-to-exceed estimate organized by line item for the additional maintenance or repair work. Hourly rates and mark-up percentages shall be as provided in Schedule B.
- The number of hours necessary to complete the work.
- A proposed timeline for performing the work.

C. Contractor shall provide all material, equipment, tools, and labor necessary to complete the Services described in this Agreement.

4. Hours and Manner of Work

The County has established the following day/time schedule for Refrigeration System Maintenance and Repair projects:

A. Regular – Straight Time is defined as: 8:00 am to 4:00 pm, Monday through Friday. Regular – Straight Time rate(s) will be charged for all work during the above referenced hours.

B. After Hours Time is defined as: Between the hours of 4:00 pm and 8:00 am Monday through Friday.

C. Weekend and Holiday Hours are defined as: Saturday, Sunday and any of the Holidays (24 hours per day). Holidays are:

1. New Year Day (January 1 or observed on closest weekday)
2. Martin Luther King Jr. Birthday (observed on the third Monday in January)
3. President's Day (observed on the third Monday in February)
4. Memorial Day (observed on the last Monday in May)
5. Juneteenth National Independence Day (observed on June 19th)
6. Independence Day (observed on the 4th of July or the closest weekday)
7. Labor Day (observed on the first Monday in September)
8. Thanksgiving Day (observed on the fourth Thursday in November)
9. Day after Thanksgiving Day (observed on the Friday after Thanksgiving Day)
10. Christmas Day (observed on the 25th of December or the closest weekday)

D. The Contractor is responsible for coordinating visits outside of the County holiday's schedule.

E. All Routine Preventive Maintenance Services, including additional repair or maintenance shall be performed during Regular-Straight time hours.

F. The County may give pre-authorization for services to be performed outside of Regular-Straight Time Hours.

G. If a refrigeration unit is removed from service or shut down excluding Routine Preventative Maintenance, the Contractor will coordinate with the County to report removal/shutdowns by emailing SFM-ContractorSupport@snoco.org.

H. The Contractor personnel will physically check in with County Maintenance staff upon arrival and contact Facilities Management (at provided phone numbers) upon entering and leaving the building or secured facility. A building log may be used upon entering and leaving the building or secured facility.

I. A follow up email will be sent after each visit detailing the proactive preventative maintenance work, repair work, the condition of the refrigeration units and building visited.

J. The Contractor shall follow secured facility protocol by wearing the Contractor's uniform and the County assigned photo identification cards.

5. Removal of Refrigeration Unit from Service

A. Contractor may temporarily remove a refrigeration system from service during Regular – Straight Time Hours to perform Routine Preventive Maintenance, corrective action, or additional maintenance work. The Contractor shall coordinate and receive prior approval from the County before removing refrigeration systems from service during Regular – Straight Time Hours.

B. When a refrigeration unit is in-service, the County shall be notified a minimum forty-eight (48) hours in advance for any work that requires a refrigeration unit to be out of normal operation for more than sixty (60) minutes. The Contractor will coordinate with the

onsite staff to determine the best time for the outage.

6. The County's Right to Inspect and Require Work

A. The County reserves the right to make or cause to be made inspections and tests whenever it deems it advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled, including retaining a qualified Refrigeration System Consultant to make tests and inspections on its behalf ("Maintenance Audit").

B. The Contractor agrees to furnish personnel to accompany Company and/or its representatives during such inspections, tests or Maintenance Audit.

C. If the Contractor violates any of the provisions of the Agreement, fails to provide the services as required by it, or fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, the County shall advise the Contractor in writing of any specific deficiencies and shall allow the Contractor a reasonable time period (thirty (30) days unless otherwise agreed) to correct the deficiencies, at its sole expense, to the County's satisfaction.

D. In the event the Contractor fails to correct the deficiencies within thirty (30) days, or other agreed time, in addition to any other remedy available under the Agreement, the County may perform or cause to be performed all or any part of the work required hereunder or terminate the Agreement pursuant to Section 21(B).

E. The Contractor agrees that if the County performs or causes to be performed all or any part of the work, it will reimburse the County for any expenses incurred or, the County, at its election, may deduct such expenses from any sum owed to the Contractor.

F. The waiver by the County of a breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

G. In the event the Contractor disputes a listing of deficiencies or failure to perform, in whole or in part, and the parties cannot informally resolve the dispute, the parties may hire a qualified Refrigeration System Consultant acceptable to both parties to review the dispute and recommend a resolution. The County and the Contractor shall split the cost of the Refrigeration System Consultant equally.

1. If a Refrigeration System Consultant is retained by the County to provide a Maintenance Audit finds deficiencies or failure to perform the services as described in this Agreement, the County will provide the Contractor with a listing of deficiencies or failures to perform. The Contractor shall have thirty (30) days, unless otherwise agreed, to correct the deficiencies noted in the Maintenance Audit. If the County's Refrigeration System Consultant's follow-up review reveals that the deficiencies (either in whole or in part) have not been corrected, the Contractor shall reimburse the County for the cost of any further follow-up reviews, initiated at the County's sole discretion, until all deficiencies identified in the Maintenance Audit have been resolved to the satisfaction of the County.

2. Reimbursement for the cost of Refrigeration System Consultant follow-up

reviews may be made by, at the County's option, invoicing the Contractor, or deducting the cost of such additional review(s) from sums owed to the Contractor.

7. Contractor to Comply with Laws

A. In the performance of this Agreement, the Contractor agrees it will abide by all existing laws, codes, rules, and regulations adopted by all appropriate authorities having jurisdiction in the location where the work is to be performed.

B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the Effective Date of this Agreement, unless compensated for such tests, installation, or services.

8. Employees of the Contractor to be Satisfactory

A. The Contractor agrees that all work shall be performed by Technicians under the supervision of, skilled, experienced refrigeration systems service and repair persons all of whom are trained, employed, and supervised by the Contractor. Any and all employees performing work under this Agreement shall be satisfactory to the County. The County shall be given at least fifteen (15) day notice prior to making changes to site-specific Technicians.

B. The Contractor shall be responsible for maintaining reasonably satisfactory standards for employees' competency, conduct, courtesy, honesty, integrity, accurate completion of maintenance control plan records, and appearance (including clean uniforms identifying them as employees of the Contractor), and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

C. After consultation with the County and/or the County's refrigeration system consultant, the Contractor shall, after being given reasonable notice, replace any employees not meeting the above criteria.

9. Scheduling Work

A. Within thirty (30) days of the Effective Date this Agreement, the Contractor shall prepare and submit a schedule of repairs, tests, or other work which could require a shutdown of one or more of the refrigeration units within the next ninety (90) days. The nature of work, refrigeration unit involved, and anticipated days out of service shall be included.

B. Contractor must notify Facilities Management of any need to perform shut-down maintenance during business hours at least 5 days before the scheduled maintenance. Facilities Management will coordinate with the end users when shut down maintenance may interfere with building operations.

10. The County's Responsibilities

The County shall provide clear and safe access to its facilities listed in Schedule B.

Schedule B

RFP-25-0420RB

Refrigeration Systems Preventative Maintenance, Repair and Support Service
Price/Cost

The annual costs charged by the Contractor for Routine Preventative Maintenance services for the refrigeration systems are set forth below. The Contractor's hourly rates for additional work, such as emergency repairs or additional services not covered by Routine Preventative Maintenance, are also set forth below. Travel time to and from the County for all services is included in the Total Price or Labor Rate. No separate travel time or mileage is allowed.

Refrigeration Equipment and Service Cost Breakdown

Equipment	Location	Model #	Serial #	Qt y.	Preventative Maintenance Check	Annual Operational Check	Total Price (Prev Maint Check + Annual Check)
Walk In/Condenser	Records Building – Rooftop	Copeland RFQ200E4SE A	E482401307	1	\$600	\$600	\$1,200
Condenser	Records Building – Rooftop	Copeland RFO500L4SE B	E122501110	1	\$600	\$600	\$1,200
Walk In/Condenser	Medical Examiner – Rooftop	Witt PWH025E44D	272673J98	1	\$600	\$600	\$1,200
Condenser	Medical Examiner – Rooftop	Witt PWH010H22D	272671J9H	1	\$600	\$600	\$1,200
Warehouse Freezer Compressor	Oakes Jail – Kitchen - Load Dock	Copeland 23G61208R	3SA3F28KE-TFC-800	1	\$600	\$600	\$1,200
Thaw Meat Cooler Compressor	Oakes Jail – Kitchen - Load Dock	Copeland	KAGA-010E-TAC-200	1	\$600	\$600	\$1,200
Produce Cooler Compressor	Oakes Jail – Kitchen - Load Dock	Copeland 02J31144	ERCA-021E0-TAC-200	1	\$600	\$600	\$1,200
Dairy Cooler Compressor	Oakes Jail – Kitchen - Load Dock	Copeland ET04A03178	KAGA-010E-TAC-200	1	\$600	\$600	\$1,200
Ready Cooler Compressor	Oakes Jail – Kitchen - Load Dock	Copeland 24K60800R	KAGA-010E-TAC-500	1	\$600	\$600	\$1,200

Total for All Services: Prev Maintenance and Annual Check: \$10,800

Hourly Labor Rates (Including Trip Charges)

Service Type	Normal Business Hours (Mon-Fri, 8 AM – 4 PM)	Non-Business Hours (Mon-Fri 4 PM – 8 AM, Sat, Sun, Holidays)	Emergency Repairs (24/7)
Labor Rate	\$260 per hour	\$390 per hour	\$390 per hour
Parts Markup	45%	45%	45%