C-2016-18

PEND OREILLE COUNTY PUBLIC WORKS

SMALL PUBLIC WORKS AGREEMENT

This Small Public Works Agreement made and entered into this **5-23-16,** between Pend Oreille County, hereinafter referred to as "County" and **DIVCO,** hereinafter referred to as "Contractor". The parties mutually agree as follows:
The Contractor shall be responsible for the following:

1) **CONTRACTOR TO PREFORM items initialed in Divco proposal #2016-218 pages 1-3 ONLY**

SECTION 1. PURPOSE OF AGREEMENT. County has determined that a need exists for services as outlined in the Proposal Request and incorporated by reference herein. Contractor agrees to Perform the services as outlined by the County in the Request for Proposal CP-2016-135, at the rates submitted in the signed Proposal Document.

SECTION 2. RESPONSIBILITY. The Contractor shall do all work and furnish all labor, tools, materials and equipment necessary to construct, improve and complete the referenced project in accordance with the more stringent of code: 2012 IBC / Local jurisdiction / Manufactures installation instructions. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof, as outlined in the Proposal, including applicable Washington State Sales Taxes.

The County hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the labor, tools, materials and equipment to do and cause to have done the referenced project, and to complete and finish the same according to the Proposal's schedule of unit or itemized prices, at the time and in the manner and upon the conditions provided for in this Agreement and every part thereof. The County will bear the expense of any invoiced permits needed to complete the work.

It is further provided that no liability shall attach to the County, by reason of entering into this Agreement, except as expressly provided herein, the Contractor agrees to protect and indemnify the County in regard to claims of any nature that may arise during the course of this project.
It is expected the Contractor will use its own work force to complete the work. Use of any sub-contractor will require a "Request to Sublet" in writing, which will require the approval of the Engineer.

SECTION 3. INSURANCE. The Contractor shall provide a certificate of insurance and endorsements with Pend Oreille County as named insured, primary, non-contributory. The Contractor agrees to procure and maintain in full force and effect, at Contractor's own expense, public liability insurance insuring all operations of insured in the sum of not less than $ 1,000,000 general liability, property damage, and automobile liability. Full workers compensation and employer's liability insurance is also required, unless otherwise exempted.

SECTION 4. WAGES. The Contractor is subject to the Washington State Prevailing Wage Act and must submit Intent to Pay Prevailing Wage, Affidavit of Wages Paid, and a certified payroll to the County.

SECTION 5. CHANGES IN THE WORK. County reserves the right to authorize in writing, changes in the work to be performed. Costs associated with any change will be indicated in writing with a detailed estimate of the costs to be added or deducted from the contract sum.

SECTION 6. TERM. This Agreement shall take effect upon the execution of this Agreement and shall remain in effect until the work specified by this contract and any modifications or additions thereto is completed. **The expected project completion date is on or before 8-15-16.**
The County may terminate this Agreement in whole or in part because of the failure of Contractor to fulfill this contract's obligations. In the event of termination for default, County reserves the right to take over and complete the work by contract or by other means.

SECTION 7. PAYMENT.
The contract bid price:

CP-2016-135-$163,545.00 (US CURRENCY) excluding sales tax.

Contractor shall submit detailed itemized invoices in accordance with the proposed billing rates and schedule, incorporated as a part of this Agreement and referenced hereto. County shall pay Contractor on a monthly basis for work completed to date, within thirty (30) days of receipt of Contractor's invoice. Contractor understands that the bid amount as shown on the Proposal is the maximum authorized compensation provided for the work, except for change orders made pursuant to Section 5, of this Agreement.

SECTION 8. MINORITY AND WOMEN'S BUSINESS PARTICIPATION.
The Contractor agrees to take all necessary and reasonable steps in accordance with 49CFR Part 23 to ensure DBE's have the maximum opportunity to compete for all parts of work subcontracted out or not directly performed by the Contractor.

SECTION 9 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Contractor shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

This Agreement made and signed this 23 day of MAY, 2016.

CONTRACTOR:

Authorized Signature

5-23-16
Date

JEFF JEWHURST
DIVCO
715 North Madelia Street
Spokane WA 99202

PEND OREILLE COUNTY, WASHINGTON

Chair, Board of County Commissioners

5-23-16
Date

DIVCO

COMMERCIAL HVAC ▪ CONTROLS ▪ MECHANICAL SERVICES

Re: Courthouse
Chiller replacement
May 17, 2016
Proposal # 2016-218

PROPOSAL

DIVCO shall provide all labor and material to perform the following:

1. Site Work

A. **Base Project** – Replace the Carrier chiller with a new 40 ton Carrier. M# 30RAP0405D-67150 208/230 3 phase. The new chiller will have an onboard chilled water circulation pump and low ambient control.
B. Remove the existing chilled water pump and connect the chilled water piping.
C. Provide a crane to lift the chillers.
D. Dispose of the old chiller and refrigerant properly.
E. Modify the chilled water piping and low voltage electrical.
F. Add glycol to fill the system from chiller change losses. Testing included.
G. Perform a start-up of the chiller upon completion.
H. The chiller replacement will be planned to start on a Friday with completion over the weekend and overtime included.
I. Start-up the chiller on Monday.
J. Replace the fan coils in the building with new Carrier replacements of what you have now.
K. Modify the sheet metal ductwork on the new units.
L. Modify the electrical at the new fan coils.
M. Electric heat and chilled water coils will be sized the same as existing for the installation of the new FCU's
N. Commission the new fan coils upon completion.
O. After hours installation of the fan coils will be provided.
P. Prevailing wages have been calculated in this proposal.
Q. All work to be performed by manufactures recommendations and all applicable codes. The more stringent will govern.
R. System operation and control training up to 2 hours.
S. Low ambient kit included.

The total price for the above work is **$116,975.**, plus tax if applicable. Initial for approval_____

A. **Option #1** – Provide digital Scroll compressors in the chiller for better energy efficiency.

The additional cost for this option is **$1,700.**, plus tax if applicable. Initial for approval_____

A. **Option #2** – Install a side stream filter feeder to remove dirt from the glycol system. There is typically a significant amount of dirt in an older system like this. Filtration will help keep the new evaporator on the chiller from getting fouled from dirt. This includes 4 trips to return and clean the strainer filter.

The total price for the above work is **$1,857.**, plus tax if applicable. Initial for approval_____

A. **Option #3** - Install new Schneider Electric digital controls in the Courthouse Building.
B. Reuse the existing chilled water control valves and the VAV damper actuators.
C. Install new controllers on the 14 fan coils and 2 VAV dampers. Install new controllers to operate the make-up air system, building exhaust fan, chiller and chilled water pump.
D. Pull new communication wiring. Modify fan coil control wiring for the new controllers.
E. Provide Schneider Electric software to be installed on a customer supplied computer.
F. Set-up the system with a web front end on the building CAT5 computer network. This system will not be accessible outside on the internet.
G. Provide programming and graphic pages that show the system layout and zone temperatures. There will also be a chiller page showing the state of the chiller.

The total price for the above work is **$35,285.**, plus tax if applicable. Initial for approval_____

A. **Option #4** – Install a LON card on the new chiller so that additional information can be exported from the chiller to the control system. The LON card makes a great deal of information available for monitoring.

The total price for the above work is **$1,500.**, plus tax if applicable. Initial for approval_____

A. **Option #5** – Replace all fourteen of the chilled water valves and two VAV actuators.

The total price for the above work is **$6,246.**, plus tax if applicable. Initial for approval_____

Please indicate if this is a public work project and initial accordingly. Yes____ No____

2. *Exclusions*

A. Certified chiller test and balance commissioning. (New controls balancing is included)
B. Line voltage electrical on the chiller. Recommended fuse size is 225 Amps. MOCP = 250 @ 208/230 3 phase.

C. Asbestos survey or asbestos removal if found to be on site.
D. Structural modifications.

This proposal is good for a period of 30 days from the above date. If you wish us to proceed with this work, please review the attached terms and conditions, sign the last page, and return a copy to us via mail or FAX (509-534-6865).

Sincerely;
DIVCO Incorporated

Jeff Jewhurst

Jeff Jewhurst
Project Consultant