

Chilled Water System RCx/ Refurbishment Proposal

April 12, 2016

Patti Johnson
Kittitas County
205 W 5th Ave STE 108
Ellensburg WA, 98926

Regarding: Recommissioning & CHW System Refurbishment Proposal | Kittitas County Jail

Kittitas County is interested in improving and maintaining the energy performance, indoor air quality, and HVAC infrastructure of its buildings and facilities through a Recommissioning and CHW System Refurbishment Contract with McKinstry.

This proposal includes providing a McKinstry Commissioning Engineer and appropriate subcontractors to investigate, refurbish, and re-balance as necessary to regain as much design flow through the chilled water system as possible.

ACTIONS TO BE PERFORMED | McKinstry will implement the following scope items, verifying coil and system flow at each point, stopping when a design flow is achieved for each coil:

- Cleaning of chilled water system strainers and their screens, and replacing the entire strainer as necessary.
- Internal inspection and cleaning of Chilled Water control valves.
- Pressure flushing of Chilled water coils.
- Water balancing of chilled water system.
- Air balancing of Admin area air handling system.

REQUESTED INFORMATION | For effective execution of this proposal, we request Kittitas County to provide access to the following:

- As-built mechanical, electrical, architectural, and structural plans;
- Access to individuals that have relevant information pertaining to the day-to-day operation of energy using systems at this site.

TIMELINE AND MILESTONES | McKinstry will initiate this scope of work immediately upon the execution of an agreement with the County, and will target completion of the Recommissioning and CHW system refurbishment within 60 days of receiving a "Notice to Proceed" from the County.



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FEE BILLING | Kittitas County shall reimburse McKinstry for its time and expenses, **not to exceed \$24,590** plus taxes. All associated information, including deliverables, will become the property of Kittitas County upon final receipt of payment. A summary of the line item costs is below.

Commissioning Fee Breakout	Fee
Strainer Cleaning/Re-Placement	\$8,240
Control Valve Cleaning	\$5,300
CHW Coil Flushing	\$2,600
Flow Verification	\$4,600
Test and Balancing	\$3,850
Total Commissioning Fees	\$24,590

We appreciate the opportunity to continue serving Kittitas County as your Energy and Design-Build partner. Please let us know if we can answer any questions or provide you with additional information.

CONTRACT ACCEPTED:

McKinstry is authorized to proceed with the work as defined in this contract.

Purchaser: Kittitas County **Seller:** McKinstry Essention, LLC

Signature:

Obie O'Brien

Signature:

Dale Silha

By:

Obie O'Brien

By:

Dale Silha

Title:

BOCC Chair

Title:

Business Unit Manager

Date:

4/19/16

Date:

4/22/16

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TERMS AND CONDITIONS

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

WARRANTIES. Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION. Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third



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party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.