

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 09/15/20 BC 09/29/20
<b>Subject:</b>	Public Works Contract with Apollo Heating & Air
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	Darryl Banks
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center solicited proposals to provide heating, ventilation, air conditioning (HVAC) and kitchen system maintenance and repairs for the Benton-Franklin Counties Juvenile Justice Center.

The following proposals were received from contractors for HVAC and kitchen systems maintenance and repairs, if necessary from the small work roster:

- Apollo Sheet Metal Inc., Kennewick, WA – APOLLMC864JQ - \$24,352.46 plus W.S.S.T, as needed.
- BF Power Vac, Kennewick, WA – BFPOWPV908PG – Did not respond
- M. Campbell and Company, Inc., Pasco, WA – MCAMPCI963RA – Did not respond for the term

The term of the contract shall commence on October 1, 2020 and shall expire September 30, 2022.

## Fiscal Impact

Amount not to exceed \$200,000.00 plus W.S.S.T. to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

## Recommendation

The Juvenile Administrative Services Manager reviewed the proposals and recommends Apollo Heating & Air as they were the only responsive bidder.

## Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Public Works Contract between Apollo Heating & Air and Benton-Franklin Counties Juvenile Justice Center.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;**

**IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT FOR HEATING, VENTILATION, AIR CONDITIONING (HVAC) AND KITCHEN SYSTEMS MAINTENANCE TO APOLLO HEATING & AIR, A DIVISION OF APOLLO SHEET METAL INC.**

**WHEREAS**, per resolution 2012-677, for public works contracts with an estimated value of forty thousand dollars up to three hundred thousand dollars, the County shall follow both the advertisement and competitive bidding process set forth in RCW 36.32.250 or shall follow the small public works roster process authorized by RCW 39.04.155; and

**WHEREAS**, the following proposals were received from contractors for HVAC and kitchen systems maintenance and repairs, if necessary from the small work roster:

- Apollo Sheet Metal Inc., Kennewick, WA – APOLLMC864JQ - \$24,352.46 plus W.S.S.T, as needed.
- BF Power Vac, Kennewick, WA – BFPOWPV908PG – Did not respond
- M. Campbell and Company, Inc., Pasco, WA – MCAMPIC1963RA – Did not respond

**WHEREAS**, the Administrative Services Manager determined that Apollo Sheet Metal Inc., Kennewick, WA – Contractors License No. APOLLMC864JQ was the only responsive bidder; and

**WHEREAS**, the Administrative Services Manager reviewed the proposals and based on Apollo Sheet Metal's unique familiarity with the aging and mechanical obstacles associated with the facility HVAC and Kitchen systems, recommends awarding the Public Works Contract to Apollo Heating & Air; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrative Services Manager's recommendation and hereby approve the Contract with Apollo Sheet Metal Inc., in an amount not to exceed \$200,000.00 plus W.S.S.T; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Public Works Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached Contract commences October 1, 2020 and shall expire September 30, 2022.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Apollo Sheet Metal Inc., with its principal offices at 1119 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work/Compensation for HVAC Preventative Maintenance;
- b. Exhibit B - Scope of Work/Compensation for Kitchen Preventative Maintenance, and
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on October 1, 2020 and shall expire on September 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide building HVAC and Kitchen maintenance services and repairs, as necessary for the Benton-Franklin Counties Juvenile Justice Center location in accordance with the CONTRACTORS 2020 price list proposal attached hereto as Exhibit A and Exhibit B. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work/Compensation for HVAC Preventative Maintenance" and Exhibit B, "Scope of Work/Compensation for Kitchen

Preventative Maintenance", which is attached hereto and incorporated herein by reference.

- b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTIES' Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- d. The COUNTIES does not guarantee utilization of this contract. The COUNTIES may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTIES.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

#### 4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Tanner Tobin  
Address: PO Box 7287  
Kennewick, WA 99336  
Phone: 509-987-1912  
Email: [Tanner.tobin@apollosm.com](mailto:Tanner.tobin@apollosm.com)

b. For COUNTIES:

Name: Darryl Banks  
Address: 5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
Phone: 509-222-2316  
Email: [Darryl.Banks@co.bento.wa.us](mailto:Darryl.Banks@co.bento.wa.us)

#### 5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with the price rates provided in Exhibit A and Exhibit B, which is attached hereto and incorporated herein. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this contract.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed two hundred and thousand dollars (\$200,000.00), not including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTIES promptly in writing if the CONTRACTOR'S cumulative accounts receivable attributable to the COUNTIES, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved

with an amendment to this Contract.

- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES require that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- d. The CONTRACTOR may invoice the COUNTIES for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

- a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via [https://secureaccess.wa.gov](https://secureaccess.wa.gov/) and then forward a copy of the statement to the COUNTIES' Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed

to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

- d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTIES shall withhold from the earned portion of the payment (i.e. that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

**7. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

**8. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or



death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the

parties.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and

appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy

condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

**e. Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager at the following address: 5606 W. Canal Place, Suite 106, Kennewick, WA 99336.

#### **10. PERFORMANCE AND PAYMENT BONDS**

The CONTRACTOR shall furnish Benton and Franklin Counties with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton and Franklin Counties, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the execution of this Contract.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

#### **12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. 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 Contract.

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

### **13. INSPECTION OF BOOKS AND RECORDS**

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

### **14. CHOICE OF LAW AND JURISDICTION**

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

**15. SUCCESSORS AND ASSIGNS**

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**16. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTIES prior to subcontractor commencing any work on the project. This schedule of



prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTIES takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

**18. NONDISCRIMINATION**

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

**19. DISPUTES**

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

**21. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

## **22. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

## **23. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

## **24. LITIGATION HOLD NOTICE**

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

## **25. PUBLIC RECORDS ACT**

The CONTRACTOR hereby acknowledges that the COUNTIES is a

governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

## **26. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

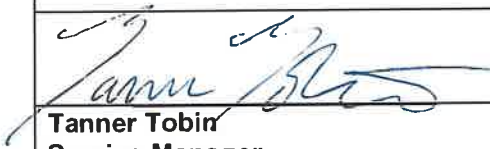


## **27. CONFIDENTIALITY**

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective October 1, 2020.

The parties specifically certify that the provisions contained within Section 9 are mutually negotiated.


Apollo Sheet Metal, Inc.	Benton Franklin Counties Juvenile Justice Center
 Tanner Tobin Service Manager	 Darryl Banks Juvenile Court Administrator
8/27/20 Date	9-3-2020 Date
<b>BENTON COUNTY APPROVAL</b> Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date	<b>FRANKLIN COUNTY APPROVAL</b> Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

**BENTON-FRANKLIN COUNTIES  
JUVENILE DEPARTMENT**

**Vendor Quote Form**

Date:	July 22 <sup>nd</sup> 2020
Vendor Name:	Apollo Heating and Air Conditioning
Vendor Address:	1119 W Columbia Drive Kennewick, WA 99336
Vendor Phone Number:	509-987-1500
Price Including WSST:	HVAC: \$15,247.44 Kitchen \$9,105.02 Total: \$24,352.46
Expiration Date:	October 20 <sup>th</sup> 2020
Notes:	Per conversation with Jon Peyton (7/22/2020) Provided two (2) separate quotes, one (1) for HVAC and one (1) for kitchen maintenance.
Are you on the MRSC (Municipal Research and Services Center) list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
UBI#	600443607
Item(s) being purchased:	Coil Cleaner, Sanitizer, Water Softner Filters (Kitchen Material cost only) No Material Cost for HVAC just labor only.

Vendor Contact Agent Name: KC Wilson

Signature: 

Title: Commercial Service Account Executive



1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509-586-1104  
Fax 509-582-8516 ■ Email info@apollos m.com ■ Web www.apolloheatingandair.com

**A Division of Apollo Sheet Metal Inc.**

WA Reg. No. APOLLSM187MK OR CCB No. 56241  
**July 22, 2020**

### Preventative Maintenance For:

**Benton -Franklin Juvenile Justice** · *At Location:*

**Benton -Franklin Juvenile Justice Center**

5606 W. Canal

Kennewick, WA 99336

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

### GENERAL SUPPORT PROGRAM FEATURES

#### (Included with all Support Programs)

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



## HVAC SYSTEMS MAINTENANCE

*All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be identified and brought to the owners attention to be addressed accordingly.*

- **Annual Heating Verification:** Verification of your heating systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters will be replaced (Supplied by owner), belts will be inspected if applicable, and the heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels on heat pumps, and burner testing on gas heat units.

**Annual Heating Verification Hours:**

**40.0 Hours**

- **Annual Cooling Verification:** Verification of your cooling systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters will be replaced (supplied by owner), belts will be changed if applicable, the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels. If deep cleaning of evaporator or blower is needed, it will quoted to prevent property damage from water in ducts.

**Annual Cooling Verification Hours:**

**40.0 Hours**

- **Mid Winter Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration refrigeration leaks, corrosion, and panels that are not secured properly. During our Mid-Winter inspection, all air filters will be replaced (supplied by owner), the belts will be adjusted and proper heating operation will be verified.

**Mid Winter Inspection Hours:**

**40.0 Hours**

- **Mid-Summer Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During our Mid-Summer inspection, all air filters will be replaced (supplied by owner), the belts will be adjusted and proper cooling operation will be verified.

**Mid Summer Inspection Hours:**

**40.0 Hours**

## **ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE**

- **Annual HVAC Controls Testing and Verification:** Verification of your HVAC controls is an effective way to maximize building comfort and efficiency. We will verify overall system operation via the system software and physical verification. In addition heat/cool set points and occupancy schedules will be reviewed and adjusted if necessary.

**Annual HVAC Controls Testing and Verification:**

**8.0 Hours**

- **Critical On-line Support:** A service specialist will be made available to aid in analyzing problems and recommending possible solutions via direct line modem to your system. Modem and dedicated phone line is assumed to be provided by the owner. This service often eliminates the need for an on-site visit, which saves you money. This feature is offered during a customer specific time frame.

**On-Line Support Hours Allowance:**

**0.0 Hours**

- **Priority On-Site Support:** We will provide consultation as requested to assist your operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Apollo Sheet Metal. As a support program customer, you will be given priority for "non-scheduled" calls. Should such an emergency arise, we will give you top priority over non-support program customer.

**On-Site Support Hours Allowance:**

**0.0 Hours**

- **Training:** Continued training is recommended to refresh your current knowledge as well as provide valuable information on the new system features that may become available in future revisions of your system. The hours shown reflect requirements that were determined during our meetings and conversations regarding your current personnel proficiencies and staffing. During each site visit, we encourage your staff to participate and ask questions. We have found this to be one of the most effective ways to increasing system knowledge. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest. Training classes shall be scheduled and completed quarterly utilizing total hours as follows:

**Annual Training Hours Allowance:**

**0.0 Hours**



**SUPPORT PROGRAM PRICING SUMMARY:**

Support Program Features	Hours	Normal Cost	Support Program Sell Price
<b>HVAC Maintenance</b>			
Fall Heating Verification	40.0	\$4,200	\$3,320
Spring Cooling Verification	40.0	\$4,200	\$3,320
Mid-Winter Inspection	40.0	\$4,200	\$3,320
Mid- Summer Inspection	40.0	\$4,200	\$3,320
Materials: Filters & Belts	N/A	\$0	\$0
Cleaning Material	N/A	\$0	\$0
<b>HVAC SUBTOTALS:</b>		<b>\$16,800</b>	<b>\$13,280</b>
<b>Environmental Controls</b>			
Controls Testing & Verification	8.0	\$840	\$760
Critical On-Line Support	0.0	\$0	\$0
Priority On-Site Support	0.0	\$0	\$0
Training	0.0	\$0	\$0
<b>CONTROLS SUBTOTAL</b>		<b>\$840</b>	<b>\$760</b>
<b>TOTALS</b>		<b>\$17,640</b>	<b>\$14,040</b>

**Support Program Sell Price:**

**\$14,040 + Tax**

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

**KC Wilson**

Service Acct Executvie

Apollo Sheet Metal

509-987-1508

By and Between

**Apollo Sheet Metal**  
1119 W. Columbia Drive  
Kennewick, WA 99336

**Benton -Franklin Juvenile Justice Center**

Services shall be provided at the  
following Location:

**Benton -Franklin Juvenile Justice Center**  
**5606 W. Canal**  
**Kennewick, WA 99336**

Apollo Sheet Metal shall provide the services as  
outlined in this Support Service program document  
dated :

**July 22, 2020**

**Duration:**

This agreement shall remain in and renew annually, unless notified by customer. You will  
be notified of any price increases by Apollo no less than thirty (30) days before new  
billing year.

***Benton -Franklin Juvenile Justice Center***

and Apollo Sheet Metal shall reevaluate the facility needs and modify the support  
program services as required.

**Termination:**

Either party may terminate this agreement with sixty (60) day written notice with current  
reconciliation of costs.

**Charges:**

For services outlined herein, ***Benton -Franklin Juvenile Justice Center***  
agrees to pay Apollo Sheet Metal the following amount payable upon presentation of  
invoice:

**\$14,040 +Tax**

Prices quoted in this proposal do not include sales tax and are firm for 60-90 days from date of proposal.  
Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Proposal Submitted By:

**July 22, 2020**

\_\_\_\_\_  
Print or Type

***KC Wilson***

Service Acct Executive

509-987-1508

[kc.wilson@apollosm.com](mailto:kc.wilson@apollosm.com)

See attached signature page

Signature      Date

Apollo Heating & Air

Kennewick, WA

\_\_\_\_\_  
Title





1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509 -586-1104  
Fax 509 -582-8516 ■ Email [info@apollos m.com](mailto:info@apollos m.com) ■ Web [www.apolloheatingandair.com](http://www.apolloheatingandair.com)

**A Division of Apollo Sheet Metal Inc.**

WA Reg. No. APOLLSM187MK OR CCB No. 56241  
**July 22, 2020**

### **Preventative Maintenance For:**

**Benton Franklin Counties Juvenile At Location:**

**Benton Franklin Counties Juvenile Department**  
5606 W Canal Pl Suite 106  
Kennewick, WA 99336

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

### **GENERAL SUPPORT PROGRAM FEATURES**

#### **(Included with all Support Programs)**

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



## KITCHEN SYSTEMS MAINTENANCE

*All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be indentified and brought to the owners attention to be addressed accordingly.*

- **Annual Fall Verification:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant .

### **Annual Heating Verification Hours:**

**20.0 Hours:**

- **Annual Spring Verification:** Verification of your Kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be changed if applicable, and the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels. If deep cleaning of evaporator or blower is needed, it will quoted to prevent property damage.

### **Annual Cooling Verification Hours:**

**20.0 Hours:**

- **Mid Winter Inspection:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels .

### **Mid Winter Inspection Hours:**

**20.0 Hours:**

- **Mid-Summer Inspection:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels .

### **Mid Summer Inspection Hours:**

**20.0 Hours:**

**SUPPORT PROGRAM PRICING SUMMARY:**

Support Program Features	Hours	Normal Cost	Support Program Sell Price
<b>KITCHEN MAINTENANCE</b>			
Spring Kitchen Verification	20.0	\$2,100	\$1,900
Fall Kitchen Verification	20.0	\$2,100	\$1,900
Mid-Winter Inspection	20.0	\$2,100	\$1,900
Mid- Summer Inspection	20.0	\$2,100	\$1,900
Materials: Filters & Belts	N/A	\$720	\$560
Cleaning Material	N/A	\$288	\$224
<b>KITCHEN SUBTOTALS:</b>		<b>\$9,408</b>	<b>\$8,384</b>
<b>Environmental Controls</b>			
Controls Testing & Verification	0.0	\$0	\$0
Critical On-Line Support	0.0	\$0	\$0
Priority On-Site Support	0.0	\$0	\$0
Training	0.0	\$0	\$0
<b>CONTROLS SUBTOTAL</b>		<b>\$0</b>	<b>\$0</b>
<b>TOTALS</b>		<b>\$9,408</b>	<b>\$8,384</b>

**Support Program Sell Price:**

**\$8,384 + Tax**

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

**KC Wilson**

Service Acct Executvie  
Apollo Sheet Metal  
509-987-1508

By and Between

**Apollo Sheet Metal**  
1119 W. Columbia Drive  
Kennewick, WA 99336

**Benton Franklin Counties Juvenile Dept**

Services shall be provided at the  
following Location:

**Benton Franklin Counties Juvenile Department**  
**5606 W Canal Pl Suite 106**  
**Kennewick, WA 99336**

Apollo Sheet Metal shall provide the services as  
outlined in this Support Service program document  
dated :

**July 22, 2020**

**Duration:** This agreement shall remain in and renew annually, unless notified by customer. You will  
be notified of any price increases by Apollo no less than thirty (30) days before new  
billing year.

***Benton Franklin Counties Juvenile Dept***

and Apollo Sheet Metal shall reevaluate the facility needs and modify the support  
program services as required.

**Termination:** Either party may terminate this agreement with sixty (60) day written notice with current  
reconciliation of costs.

**Charges:** For services outlined herein, ***Benton Franklin Counties Juvenile Dept***  
agrees to pay Apollo Sheet Metal the following amount payable upon presentation of  
invoice:

**\$8,384 +Tax**

Prices quoted in this proposal do not include sales tax and are firm for 45 days from date of proposal.  
Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Proposal Submitted By:

**July 22, 2020**

Print or Type

***KC Wilson***

Service Acct Executive

509-987-1508

[kc.wilson@apollosm.com](mailto:kc.wilson@apollosm.com)

See attached signature page

Signature      Date

Apollo Heating & Air  
Kennewick, WA

Title



State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 8/3/2020

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Benton	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$82.94	<a href="#">6Z</a>	<a href="#">1Q</a>		<a href="#">View</a>