

SILICON VALLEY
ANIMAL CONTROL AUTHORITY

AGENDA ITEM

Environmental Systems Inc.

RECOMMENDED MOTION

That the service contract with Environmental Systems Inc. for heating and air conditioning maintenance services for FY 2018-19 be received and filed.

DOCUMENTS ATTACHED

Copy of Consultant Agreement
Services described in "Attachment A"

FISCAL IMPACT

\$1,097.00 per quarter for preventative maintenance services described in "Attachment A".

\$271.00 eight (8) times a year for changing of air filters described in "Attachment A".

#590

**CONSULTANT AGREEMENT
ENVIRONMENTAL SYSTEMS INC.**

This agreement is made this 24th day of April 2018, by SILICON VALLEY ANIMAL CONTROL AUTHORITY, a California Joint Powers Authority ("AUTHORITY") and ENVIRONMENTAL SYSTEMS INC., a California corporation ("CONSULTANT").

RECITALS

WHEREAS, the Silicon Valley Animal Control Authority desires to retain a consultant for heating and air conditioning maintenance services; and

WHEREAS, Environmental Systems Inc. has submitted a satisfactory proposal to provide such services, which is attached and incorporated herein as Attachment A.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall cover services rendered July 1, 2018 to June 30, 2019.
2. Services to be Provided. The services to be performed by CONSULTANT shall consist of services described in Attachment A. CONSULTANT will be responsible for any record keeping and will provide documentation of services upon request from AUTHORITY.
3. Compensation. CONSULTANT will be paid for services described in Attachment A.
4. Termination. AUTHORITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days' written notice.
5. Insurance Requirements.

A. Workers' Compensation. If CONSULTANT employs any employees, CONSULTANT shall maintain during the term of this Agreement Workers' Compensation Insurance in conformance with the laws of the State of California. Such coverage such include a waiver of subrogation in favor of the AUTHORITY.

B. General Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement (1) General Commercial Liability Insurance covering CONSULTANT and AUTHORITY for liability arising out of the operations of CONSULTANT and any subcontractors; and (2) Automobile Liability Insurance including coverage for all owned and non-owned vehicles, licensed or unlicensed, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) with an annual aggregate of

One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the AUTHORITY, and its directors, officers, employees and agents. The insurers shall agree that their policies are Primary Insurance and that they shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering AUTHORITY.

C. Evidence of Insurance. CONSULTANT shall furnish to AUTHORITY Certificates of Insurance indicating compliance with the requirements of this section. The Certificates shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits of the required policy shall be given to AUTHORITY.

6. Non-Liability of Officials and Employees of AUTHORITY. No official or employee of AUTHORITY shall be personally liable for any default or liability under this Agreement.
7. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. Ownership of Work Project. All documents or other information developed or received by CONSULTANT shall be the property of AUTHORITY. CONSULTANT shall provide AUTHORITY with copies of these items upon demand or upon termination of the Agreement.
9. Notices. All notices shall be personally delivered or mailed, via first class mail, to the below listed addresses. These addresses shall be used for delivery of service of process:
10. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the work and is aware of all conditions there, and (3) it understands the difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by AUTHORITY, it shall immediately inform AUTHORITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from AUTHORITY.
11. Limitations upon Subcontracting and Assignment. Neither this Agreement or any portion shall be assigned by CONSULTANT nor shall CONSULTANT subcontract any services hereunder without prior written consent of AUTHORITY.
12. Indemnification. CONSULTANT agrees to protect, hold harmless and defend AUTHORITY and its board, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or

death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with performance of the Agreement by CONSULTANT, its agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT, excepting only those claims, liabilities, expenses, and damages that arise from AUTHORITY's sole negligence. This indemnification shall apply to all liability regardless of whether any insurance policies are applicable and shall not be limited by any insurance policy limits.

13. Modification. This Agreement constitutes the entire agreement between the parties, unless there is a subsequent mutual written agreement executed by AUTHORITY and CONSULTANT.
14. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.
15. Interpretation. This Agreement shall be interpreted as though prepared by both parties.
16. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

SILICON VALLEY ANIMAL CONTROL AUTHORITY

By  _____
Daniel Soszynski, Executive Director

Date 9/17/18

ENVIRONMENTAL SYSTEMS INC.

By  _____
~~Chase Fisher, Director of Service Ops.~~

Date 4/24/18


Ed Eufarano
Corp. Sec



CCP022478

40 YEARS OF SERVICE
1975-2015

March 28, 2018

HVAC PREVENTIVE MAINTENANCE SERVICE AGREEMENT

BILLING ADDRESS:

Silicon Valley Animal
Control Authority
3370 Thomas Rd.
Santa Clara, CA 95054

SERVICE LOCATION:

same

ENVIRONMENTAL SYSTEMS, INC., will perform preventive maintenance on the HVAC equipment located at the above service location.

SERVICE TO BE PROVIDED:

- Routine maintenance and inspection **12** times a year at approximately **30** day intervals. Maintenance shall include performing applicable service items on the attached checklist. A written report will be provided at each inspection indicating condition of equipment, recommendations, or repairs as necessary.
- Make authorized repairs or improvements to the equipment during the hours of 7:30 to 3:30 at the contract labor rate. Emergency service outside of regular working hours and weekends will be provided at the overtime rate of time and one half with a two hour response time. Service on a holiday will be at double time.
- Give preferential service to you as a Preventive Maintenance Service Agreement holder.
- Instruct you in the most efficient use of your system.

EXCLUSIONS:

- Water supply and drainage from and beyond the equipment proper.
- Electrical service except control wiring.
- Repair due to freezing weather related conditions.
- Cabinets and ductwork not installed and covered under separate warranty.
- Vandalism or negligent operation.
- Refrigerant reclaim and recovery. An additional charge will be applied at our prevailing rate to all service calls.
- Additional work required beyond the scope of the original contract to meet governmental codes or union regulations.

YOUR RESPONSIBILITIES:

- Provide reasonable access to equipment
- Allow our personnel to operate the equipment
- Promptly notify us as to any unusual noises or operating conditions

GENERAL:

- We shall take all reasonable precautions to avoid damage to property and injury to personnel.
- We shall not be liable for damages through acts of God, war (declared or undeclared), or consequential damages to specified equipment while this agreement is in effect.
- The terms of this agreement shall be automatically renewable, unless canceled by either party with 30 day written notice, but subject to price revision on any anniversary date.
- Payment is due upon receipt of invoice. In the event of commencement of suit to enforce payment of this order, customer promises to pay such additional sums for attorney's fees and costs as the Courts may adjudge reasonable. Interest will be charged at the rate of 1 1/2% per month on overdue accounts. We retain the right to refuse service on delinquent accounts.

It is understood that this document sets forth our entire agreement and becomes a binding agreement upon written acceptance by you and our authorized representative.

THIS PREVENTIVE MAINTENANCE PROPOSAL IS VALID FOR 30 DAYS


- Preventive Maintenance will be provided for the sum of \$1,097.00 per inspection
- (\$1,097.00 x 4 times per year = \$4,388.00 annually)
- Filter change (heavy duty filters) (\$271.00 x 8 times per year = \$2,168.00 annually)
- Rates are subject to review on an annual basis
- Environmental Systems, Inc. is authorized to do repairs up to a limit of \$ _____ without additional approval.

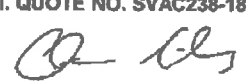
ACCEPTANCE:

Silicon Valley Animal Control Authority

Environmental Systems, Inc.

E.S.I. QUOTE NO. SVAC238-18


 By Executive Director 9/17/18
 Title _____ Date _____


 By Chase Fisher 03/28/18
 Dir. of Service Ops. Date _____

Purchase Order # _____

The following people are authorized to place service and repair calls:

() _____ - _____ ext: _____ () _____ - _____ ext: _____ () _____ - _____ ext: _____

HVAC PREVENTIVE MAINTENANCE SERVICE AGREEMENT TASKS

SERVICE LOCATION:
3370 Thomas Rd.
Santa Clara, CA

E.S.I. QUOTE NO. SVAC238-18

Serviceable items as applicable to your system are checked:

PACKAGED HEATING & COOLING UNITS

1. Check pilot operation
2. Check igniter for proper operation
3. Check condition of burners
4. Check condition of heat exchanger
5. Check operation of force-draft combustion fan
6. Check flue and draft diverter
7. Lubricate fan and motor bearings as necessary
8. Check drive belts and alignment
9. Check condition of coils
10. Check operating pressures
11. Lubricate fan and motor bearings as necessary
12. Check drive belts and drive alignments
13. Check coil for leaks and general condition
14. Check for adequate temperature drop across the coil
15. Check fresh air intake screen
16. Check condensate drains

BOILERS

1. Check pilot operation.
2. Check burner condition.
3. Check operation of low water cut-off
4. Check condition and operation of controls
5. Check operation of automatic water feeder.
6. Check for proper air charge in expansion tanks.
7. Check strainers.
8. Inspect flue and breaching.

COMPRESSORS

1. Check for general condition and operation
2. Check oil level
3. Check for noise and vibration
4. Check crank case heater
5. Check for proper operation of high and low pressure controls
6. Check for refrigerant leaks (visually)
7. Check motor amps with nameplate limits

ELECTRICAL SYSTEM FOR HVAC

1. Check condition of wiring and connectors for tightness from disconnect switch to air conditioning equipment

MOTORS

1. Lubricate as necessary
2. Check for overload on any motor that requires adjustment of drives

REFRIGERANT CIRCUIT

1. Check refrigerant circuit for leaks (visually)
2. Check expansion valve for proper operation
3. Check moisture indicator for system contamination
4. Check refrigerant safety controls

VENTILATION EQUIPMENT (EXHAUST FANS, ETC.)

1. Lubricate fan and motor bearings as necessary
2. Check condition of drives
3. Check intake screens and grills
4. Check fan blades

FILTERS

1. Replace filters as per contract
2. Check permanent outside air filters