COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: April 19, 2016
Submitter Department(s):
Planning & Public Works Agency

Contact: Di Aulabaugh, Deputy Director
Phone: (530) 934-6530

BRIEF SUBJECT/ISSUE DESCRIPTION:
In accordance with Glenn County Code 4.04.050 and upon the recommendation of the County Facilities Committee the Planning & Public Works Agency is seeking authorization to exceed the $20,000 per vendor limit in order to upgrade the heating & cooling system at the N. Villa Ave. Health Services office.

AGENDA PLACEMENT

Required ___ Minutes

Business – No Consent
Correspondence – Reports & Notices

APPOINTMENT – Appearances by: (Specify Name & Title)

AFFECTED DEPARTMENT(S)

Receives Concurrence

ATTACHMENTS

☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution
☐ Ordinance
☐ Proclamation
☐ Policy Update
☐ Code Update
☐ Other
Quote

LEGAL/PERSOEN/FISCAL

☐ County Counsel
☐ Personnel
☐ Finance

OTHER ATTACHMENTS

☐ Return Minute Order
☐ Return Certified Copy Of:

☐ Other:

CLERK INSTRUCTIONS

Required Minutes

☐ Business – No Consent
☐ Consent

☐ Correspondence – Reports & Notices

☐ Other:

AFFECTED DEPARTMENT(S)

☐ Board Report
☐ Letter
☐ Minute Order
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☐ Code Update
☐ Other
Quote

☐ County Counsel
☐ Personnel
☐ Finance

OTHER ATTACHMENTS

☐ Return Minute Order
☐ Return Certified Copy Of:

☐ Other:

CERTIFIED COPY

☐ Return Minute Order
☐ Return Certified Copy Of:

☐ Other:

RECOMMENDED ACTION/MOTION:

Authorize Planning & Public Works Agency Deputy Director to enter into contract with Air Rite Heating & Air for an amount not to exceed $50,000, contingent on approval of County Counsel as to form.

Di Aulabaugh, Deputy Director

Matthew J. Gomes, Deputy Director

Reviewed By (if applicable):

Personnel Director

Department of Finance

cc:
BOARD REPORT

EXECUTIVE SUMMARY:
In accordance with Glenn County Code 4.04.050 and upon the recommendation of the County Facilities Committee the Planning & Public Works Agency is seeking authorization to exceed the $20,000 per vendor limit in order to upgrade the heating & cooling system at the N. Villa Ave. Health Services office.

RECOMMENDATION(S):
Authorize Planning & Public Works Agency Deputy Director to enter into professional services contract with Air Rite Heating & Air for an amount not to exceed $50,000 contingent on approval of County Counsel as to form.

HISTORY AND BACKGROUND:
All but one of the heating & cooling system units at the North Villa Avenue site are 27 years old and in need of replacement. The units have exceeded their useful life and the cost and frequency of repair has begun to exceed their worth.

The site was identified during an assessment of the County's heating & cooling units in 2009/10 as needing replaced. However; the Department of Energy grant and loan secured by the County at the time did not provide sufficient funding for all identified sites to be improved. Therefore the needed replacements remain to be completed and general funding insufficient.

FISCAL/PERSOONNEL IMPACT(S):
The County Facilities Department, in accordance with Glenn County Code & Policy sought the best price and professional opinions of several providers prior to taking this proposal to the County Facilities Committee. This project is not budgeted within the County Facilities family of funds. With the Boards approve the funds for this project will be directly charged through the Health & Human Services Agency without impact to the County Facilities funds nor the County’s general fund. Therefore no changes to the County Facilities budgets are required. This project does require prevailing wages be paid and the quotes requested reflect those prices.

ANALYSIS/DISCUSSION:
Contract limits are based on the annual $20,000 limit per vendor plus the N. Villa Avenue project estimate.
Contract / Agreement Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts. A contract Report is to be completed and submitted with all Contracts to the Board of Supervisors' Division of the County Clerk's Office. Department Heads are responsible for

<table>
<thead>
<tr>
<th>Agreement No.</th>
<th>Delineator</th>
<th>Trait</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPW 2382</td>
<td></td>
<td></td>
<td>2016</td>
</tr>
</tbody>
</table>

Delineators .a, .b, etc. = Subcontracts
.1, .2, etc. = Contract Amendments

Fiscal year = (optional to be used for new FY Contracts in same # continuing contract)
Traits = P/Pending - Original Contract Not on File/to be submitted
GP/Grant pending - Original contract to be submitted if grant is awarded
E/Exempt - Original Contract Exempt from Filing with Clerk
A/Acknowledgment - Contract Acknowledgment Pending

<table>
<thead>
<tr>
<th>Contract Category</th>
<th>Professional (Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, property Lease, Service, State Grant)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administering Department</td>
<td>PPWA-Facilities</td>
</tr>
<tr>
<td>Contract Executed by</td>
<td>Deputy Director</td>
</tr>
<tr>
<td>Authority for Execution</td>
<td>CC 4.004.050 BOS MO or Reso #</td>
</tr>
<tr>
<td>Contractor Name</td>
<td>Air Rite Heating &amp; Air</td>
</tr>
<tr>
<td>Description of Contract</td>
<td>Replacement of 5 HVAC units &amp; appurtenances</td>
</tr>
<tr>
<td>Contractor’s Tax ID or Soc. Sec. No.</td>
<td>Social Security No. required unless incorporated</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Beg. Term Date</th>
<th>2/2/2016</th>
</tr>
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<tbody>
<tr>
<td>Ending Term Date</td>
<td>6/30/2016</td>
</tr>
<tr>
<td>Recommended Review Date</td>
<td></td>
</tr>
</tbody>
</table>

If no termination date is specified within the contract, indicate recommended review date not to exceed one year increments

<table>
<thead>
<tr>
<th>Contract Amount Paid by County $:</th>
<th>50,000</th>
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<tbody>
<tr>
<td>Contract Amount Paid to County $:</td>
<td></td>
</tr>
<tr>
<td>Contract's Maximum Amount $:</td>
<td>50,000 (Not to exceed Amount)</td>
</tr>
</tbody>
</table>

Other Terms | Services require written quote and approval |

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<tr>
<th>Insurance Required</th>
<th>Yes</th>
</tr>
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<tbody>
<tr>
<td>Insurance Ending Term Review Date</td>
<td></td>
</tr>
<tr>
<td>Insurance Waiver from County Counsel (requires County Counsel Initials)</td>
<td>No</td>
</tr>
</tbody>
</table>

**CONTRACT NOTES**

Contractor’s License #:842877 Class: C20

Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.

Clerical Notes
AGREEMENT BETWEEN THE COUNTY OF GLENN AND
AIR RITE HEATING AND AIR

County of Glenn
Planning & Public Works Agency
P.O. Box 1070
Willows, CA 95988
(COUNTY)

Air Rite Heating and Air
720 4th Street
Orland, CA 95963
(CONTRACTOR)

This agreement is entered into between the County of Glenn ("County") and Air Rite Heating and Air ("Contractor") for the purpose of maintaining various heating, ventilation, and air conditioning (HVAC) systems for Glenn County owned facilities.

1. RESPONSIBILITIES OF CONTRACTOR
During the term of this agreement, Contractor shall furnish all labor, materials, equipment, services and expertise for maintaining the operation of all HVAC systems, as requested and directed by the Planning and Public Works Agency. Contractor shall be responsible to immediately notify County if any deficiency or unforeseen condition is encountered while working. Contractor is required by law to be licensed and regulated by the Contractor's State License Board. Contractor's license number is 842844, Class C20.

2. RESPONSIBILITIES OF THE COUNTY
County shall initiate and authorize all work prior to Contractor commencing with repairs; coordinate all maintenance and/or repair activities; approve product/material shop drawings and/or submittals; perform inspections of the work; provide prompt advice and direction in all matters requiring County's attention so as to not unreasonably delay the work; assure that costs do not exceed normal charges for the work performed; and prepare amendments to this agreement as needed. County shall be responsible to process Contractor's monthly payments as described in paragraph 3 and 4 below.

3. COMPENSATION
Contractor shall be paid a sum not-to-exceed $50,000.00 after satisfactorily completing the duties described in this agreement.

4. BILLING AND PAYMENT
Contractor shall submit invoices detailing and describing the services performed and their associated costs to County within 15 days after completion of the services described in paragraph 1.

5. TERM OF AGREEMENT
This agreement shall commence on the date of signing and shall terminate June 30, 2016. Thereafter, this agreement will continue in full force and effort for successive periods of one (1) year commencing on each July 1st, unless either party gives the other party written notice of non-renewal on or before July 1st of any year. This agreement may be extended no more than three times for a total of three years, after June 30, 2016.

6. TERMINATION OF AGREEMENT
If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice.

County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.
Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this contract.

7. **ENTIRE AGREEMENT; MODIFICATION**
   This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. **NONASSIGNMENT OF AGREEMENT**
   Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. **EMPLOYMENT STATUS**
   Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

   The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for contractor's failure to make payments to any Subcontractor, material supplier, or vendor. Contractor agrees to indemnify the County with regard to any claim or lien filed against the County based upon nonpayment by the Contractor. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**
    Contractor shall indemnify, defend and hold harmless the County, its elected officials, directors, officers, employees and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by the negligence of Contractor or any person employed by Contractor or in any capacity during the progress of the work. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

11. **LIMITATION OF LIABILITY**
    Contractor's aggregate liability for any and all claims arising out of this Agreement, or out of any goods or services furnished hereunder, whether based on contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability shall be limited to the value of the insurance coverage required in Article 13 of this Agreement. The stated coverage amounts shall be a maximum liability amount.

12. **INSURANCE REQUIREMENTS.**
    Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the
performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance must be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract. Contractor agrees to notify County within two working days of any notice from an insurer that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

**Exception:** Workers’ Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

13. **INSURANCE**

A. General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “any auto”, code 1 as listed on the Acord form “Certificate of Insurance.”

C. Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

D. Professional Liability insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language. Contractor’s insurance must act as primary coverage, not excess or contributing coverage. If Contractor has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover Contractor and Contractor’s employees and partners.

14. **FORCE MAJEURE.**

Contractor will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, act of god, act or omission of county or their other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Contractor’s reasonable control.
15. **NON-DISCRIMINATION**  
Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

16. **NOTICES.**  
Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

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If to County: Glenn County Planning & Public Works Agency  
Attn: Di Aulabaugh, Deputy Director  
P.O. Box 1070  
Willows, CA 95988  
530-934-6530 Fax 530-934-6533  
Email: publicworks@countyofglenn.net

If to Contractor: Air Rite Heating and Air  
Steve or Cori Anthieny  
720 4th Street  
Orland, CA 95963  
530-865-4655 Fax 530-865-4644  
Email: cori@airrite.us

Notice shall be deemed to be effective two days after mailing.

17. **APPLICATION OF LAW**  
This Contract shall be governed in accordance with all the laws of the State of California.

18. **DOCUMENT RETENTION.**  
Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all Federal/State audits are complete, whichever is later. Upon request, consultant shall make available these records to County or Federal/State government representatives.

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**IN WITNESS WHEREOF,** County and Contractor have executed this agreement on the day and year set forth below.

---

DATED: ________________________________

**CONTRACTOR**

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Steve Anthieny, Owner

---

**COUNTY OF GLENN**

---

Di Aulabaugh, Deputy Director  
Approved as to Content and Fund Availability

---

**APPROVED AS TO FORM:**

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HUSTON T. CARLYLE, JR., County Counsel  
Glenn County, California
**PROPOSAL**

**PROPOSAL SUBMITTED TO**  
Glenn County Health Dept.

**TODAY’S DATE**  
2/10/2016

**DATE OF PLANS**  

**PHONE NUMBER**  

**FAX NUMBER/EMAIL ADDRESS**  
rvaldez@countyofglenn.net

**ADDRESS, CITY, STATE, ZIP**  

**JOB LOCATION**  
North Villa Ave. Willows, CA

We propose hereby to furnish material and labor necessary for the completion of:

Replace 5 existing units with Carrier packaged heating and cooling units, consisting of two 5 ton 3 phase units and two 4 ton 3 phase units and one 3.5 ton single phase.  
*Note Carrier does not offer a 15 SEER.*

Option 1: 14 SEER single speed includes Honeywell Pro 6000 large display thermostat (1 heat/1 cool)  
$26,605.00

Option 2: 16 SEER, 2 speed heat, 2 speed cool. All 16 SEER equipment includes Honeywell Wi-Fi thermostats. (3 heat/2 cool)  
$28,869.00

Option extra 4 ton 3 phase unit:  
14 SEER, single speed  
$3,636.00

16 SEER, 2 speed heat, 2 speed cool  
$3,890.00

**Includes:**  
Duct test, if needed  
Crane service  
Sheet metal connections  
Gas connections  
Electrical connections to existing supply  
Disposal of old equipment  
Labor, materials and taxes

**Exclusions:**  
City permit, if needed  
Any unforeseen conditions.  
Any upgrades required by inspectors (i.e. foundation vents, smoke alarms, etc.)

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:  

<table>
<thead>
<tr>
<th>Choice</th>
<th>$Choice</th>
</tr>
</thead>
</table>

Payment as follows:  

**Authorized Signature**  

Note: this proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature  

Date of Acceptance