

**Caroline County
Board of Supervisors Agenda
Executive Summary**

Meeting Date: September 22, 2020

Title: Consent Agenda – Approval of Purchase over \$50,000 (Chiller for Community Services Center)

(Check Mark)

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Closed Meeting
<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> No Action (Information Only)	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Resolution	<input type="checkbox"/> PowerPoint Presentation

Summary: As indicated in the attached memorandum from Director of Public Works/Utilities Joseph Schiebel, one of the two chillers in the Community Services Center is twenty years old and has reached the end of its useful life without frequent and costly repairs (the other unit was replaced last year). The unreliability of this chiller has made it difficult to maintain a comfortable temperature in the building.

Mr. Schiebel has obtained three quotes for a replacement unit. The lowest estimate in the amount of \$86,700 was received from EMC Mechanical Services of Richmond.

Budget Impact: Funding in the amount of \$85,000 was included for the chiller in the equipment lease financing approved by the Board at its August 11, 2020 meeting. The remaining \$1,700 required for the purchase will come from the contractual services line item in the FY 2020/2021 General Properties budget.

County Administrator's Recommendation: Approve purchase of 70 ton chiller for the Community Services Center from EMC Mechanical Services in the amount of \$86,700

County of Caroline
Joseph C. Schiebel
Director
Public Works/Utilities
PO. Box 424
Bowling Green, Virginia 22427
(804) 633-4390 Main
(804) 633-9558 Fax
E-mail: jschiebel@co.caroline.va.us



MEMORANDUM

To: Charles M. Culley Jr.
County Administrator

From: Joseph C. Schiebel
Director of Public Works/Utilities

Date: September 14, 2020

Caroline County, VA



SUBJECT: Purchase Over \$50,000 (Chiller CSC)

The 20-year-old chiller at the Community Service Center has another leak. The last leak was in one of the coils and cost over \$5,000 to repair. This time it's a part of the compressor. The estimated cost to repair the old compressor is over \$8,000. This unit is equipped with two compressors. In addition, it uses the old type of freon R-22 and is very expensive.

Staff had requested that this unit be replaced during the last budget request due to its age and constant repairs; however, funding was not approved. This chiller is one of two that cools the entire center. Without both units running, the system cannot cool the whole building when the temperature rises above 78 degrees.

We have solicited quotes and received three from ABM, Precision Air, and EMC. Each of the quotes has been compared and found to be equal. EMC provided the lowest cost estimate at \$86,700.00

The equipment lease financing approved by the Board on August 11th included \$85,000 for this purchase. Staff recommends funding the additional \$1,700 from the other contractual services line item in the FY 2021 General Properties budget.

Therefore, staff recommends that the Board of Supervisors approve the purchase of the new 70-ton chiller unit in the amount of \$86,700.00 from EMC.

Attached:

- Quote ABM
- Quote Performance Air
- Quote EMC
- Quote Comparison

Attachment A-1

Work to Include:

ABM will provide all tools, labor, and rigging necessary for the replacement of (1) 70 ton chiller serving Caroline County Community Center.

ABM will isolate electrical power to chiller and lock and tag out.

Chilled water system will be drained as required to facilitate chiller removal.

ABM will provide crane and rigging services to remove the old chiller and to dispose of same.

ABM will set new chiller into place.

ABM will reconnect primary electrical power.

ABM will re-configure the existing piping and make appropriate connections. Piping will be equipped with heat trace on exterior pipe from unit to ground penetration to chiller connection, new isolation valves, pressure gauges, and thermometers as well as new jacketed thermal insulation to extend to the ground penetration to the chiller connection.

ABM will coordinate with customer's controls vendor to ensure controls compatibility and to coordinate factory start up.

Start up of new equipment will be provided by equipment manufacturer.

All equipment has a 1 year parts only warranty from start-up (not to exceed 18 months from shipment) unless otherwise noted.

Exclusions:

Any electrical other than stated above. ABM is not responsible for any Electrical Repairs upstream of the project tie in points. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

Any structural modifications.

Engineering drawings, load calculations.

Any mechanical permits with Caroline County

Work outside of normal business hours.

Any controls, controls modifications, and termination of control wiring.

Notify Customer of any issues and completion. Remove any debris that is related with complete system replacement.

SAFETY CONSIDERATIONS: Contractors workmen shall provide and utilize all safety requirements in accordance with OSHA regulations during all phases of work.

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
11. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Performance Air LLC.

Proposal

Po Box 164
Partlow, Va 22534
540-735-5708 office
540-842-1988 cell
Tmperry73@verizon.net

Comfort that outperforms

Date: June 12,2020

**Customer: Caroline county Public Works
12613 Mill Creek Road
Ruther Glen, Va 22546**

Job location: Caroline community center 70 ton Trane chiller

Install a replacement 70 ton Trane model CGAM070 to replace existing chiller with defective condenser coil and R-22 refrigerant. The chiller will require chilled water piping rework due to location of water connections have changed. Price includes chiller, labor, freight, crane, and disposal of old chiller. Piping configuration has changed from the original chiller so new heat trace, pipe insulation, and welding will be required. Trane factory start up of chiller. Installation of new temperature and pressure gauges. This is a water only chiller. Glycol is strongly recommended. The coil guards are included in cost. Install a 110 gallon a minute chilled water pump and insulation

Price \$ 89,579.72

Trane model cgam070

Notes

- 1. Glycol is not included which will be time and material basis**
- 2. Approximately a 8week lead time between ordering and delivery to site**
- 3. Additional controls are not anticipated for connection to existing system control. If they are needed it is at additional cost**

Payments:

65% down payment to order chiller and balance upon completion

Approval:

The above proposal is found to be agreeable to both parties

Company. Tim Perry

Customer: _____ . Date: _____

3% service fee added to balances over 30 days



Mechanical Services

PROJECT PROPOSAL

REPLACE 70-TON TRANE CHILLER

AUGUST 28, 2020

JON NORTON

EMC Mechanical Services

P.O. Box 6328

1802 Ellen Road

Richmond, VA 23230

Office: (804) 439-1083

PROJECT PROPOSAL

By and Between

Company

EMC Mechanical Services
P.O. Box 6328
1802 Ellen Road
Richmond, VA 23230
(804) 359-9624
(Herein after referred to as "Company")

and

Client

Caroline County Public Works
P. O. Box 424
Bowling Green, VA 22427
804-633-4386
Attn: Mike Allen
(Herein after referred to as "Client")

Thank you for allowing EMC Mechanical Services the opportunity to submit the following proposal. EMC Mechanical Services agrees to provide the enclosed scope of work at the following location:

Caroline County Community Center 17202 Richmond Tpke. Milford, VA 22514

Scope of Work - Replace 70-Ton Trane Chiller

Proposal Inclusions:

- Disconnect existing chiller
- Evacuate refrigerant and properly dispose
- Utilize crane to remove existing chiller and set new chiller in place
- Includes reconnecting high voltage wiring
- Includes reconnecting the control wiring
- Includes all necessary chilled water piping, heat trace and insulating
- Dispose of all job-related trash
- Includes Factory Start-up

Proposal Specifications:

Air-Cooled Scroll Packaged Chiller

- 70 nominal tons
- 60 hertz
- 460 volt 3 phases
- High efficiency/performance
- Full factory refrigerant charge (HFC-410A)
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed to US and Canadian safety standard

- ASHRAE 90.1 2010 compliant
- AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Std cooling (40 to 65F/4.44 to 18C)
- Grooved pipe connection
- Factory insulation 0.75"
- Performance based on water
- Wide ambient (0 to 125F/-18 to 52C)
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker
- Enclosure type UL 1995 rated for outdoor applications
- External chilled/hot water and demand limit setpnt - 2-10Vdc
- Programmable relays
- Elastomeric isolators
- With water strainer factory installed
- Architectural louvered panels
- Factory Start Up (normal business hours)
- 2nd to 5th Year Compressor Parts Warranty (excluding labor and refrigerant)

Total Cost: \$85,700



AGREEMENT AUTHORIZATION

This agreement describes the rights and obligations of EMC Mechanical Services and Caroline County Public Works and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of EMC Mechanical Services which is not expressed herein.

This proposal is the proprietary property of EMC Mechanical Services and is provided for Caroline County Public Works use only. EMC Mechanical Services guarantees the price stated in this Agreement for sixty (60) days from proposal date above.

The price for the Project Proposal scope of work is:

Replace 70-Ton Trane Chiller		
\$85,700	_____	Initial

The payment terms include 30% upon authorization of this agreement and the subsequently agreed upon progress billing schedule. Upon completion and acceptance by Caroline County Public Works of the work, the balance is due within ten (10) days of receipt of the final invoice.

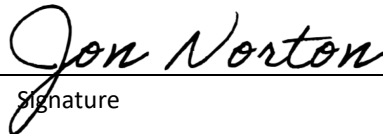
Thank you again for the opportunity to earn your business.

Offered By:
EMC Mechanical Services

Accepted By:
Caroline County Public Works

Accepted By:
Name: Jon Norton
Title: Project Sales - Project Management
Date: 8/28/2020

Accepted By:
Name: Mike Allen
Title: Public Works Superintendent
Date:


Signature

Signature

TERMS AND CONDITIONS

1. Company warrants that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective, Company will extend to Client the benefits of any warranty Company has received from the manufacturer. Removal and re-installation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Client's expense and at the rates then in effect. Company warrants the title to the materials and equipment furnished to the Client pursuant to this Agreement.
2. Client shall permit Company free and timely access to areas and equipment, and allow Company to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Company's normal working hours.
3. Client will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Company may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Furthermore, Client shall purchase and maintain insurance covering all interests of the Company in the work, naming the Company as a loss payee and entitling the Company to receive payment including the total unpaid balance of the Agreement Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. Client shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.
4. Client shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Company's rates then in effect) over the sum stated in this Agreement.
6. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Client shall pay Company all court costs and attorneys' fees incurred by Company.
7. Any legal action relating to this agreement, or the breach hereof, shall be commenced within one (1) year from the date of the work.
8. Company shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Company's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Client shall indemnify and hold harmless Company, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Client, anyone directly or indirectly employed by Client, or anyone for whose acts Client may be liable, regardless of whether it is caused in part by the negligence of Company.
10. Client shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Company's obligation under this agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Owner of their existence. Company shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Company expressly disclaims any and all responsibility and liability for the indoor air quality of the Client's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Client's facility, arising out of or in connection with the Company's work under this agreement, including without limitation any illness, injury or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. Client shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at the Client's premises. Client shall also bear the risk of any loss, destruction, or damage to the work performed by the Company.
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL COMPANY BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CLIENT'S TENANTS OR CLIENTS, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.

Disclaimer and Limitation of Liability:

Design and as built drawings prepared by Company and proposal information including scope of work/specifications, as defined by Company, are intended for the exclusive use of Company. If these drawings, proposal information, and specifications are used by any person or business entity other than Company, Company disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will Company be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue using the information.

Unit	Model #	Cost	Factory Start Up	Pump Replace	Crane	Wiring	Reinsulate Piping	Temp Pressure gauges	Coil Guards	Glycol	Heat Trace/ aluminum
EMC											
Trane/ 70-ton	GMAM070	\$ 85,700.00	Yes	Included	Yes	Yes	Yes	Temp on piping . Unit has display	Included	Recommended	Included
Performance Air											
Trane/ 70-ton	GMAM070	\$ 89,579.72	Yes	Included	Yes	Yes	Yes	Yes	Included	Recommended	Included
ABM											
70		\$ 96,666.70	Yes	Called for pricing	Yes	Yes	Yes	Yes	Included	?	Included
Howell' Heat & Air											
Trane/70- Ton	CGAM-70	\$ 91,138.00	Yes	Included	Yes	Yes	Yes	Yes	Included		Included