

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9288

DATE 3-31-22

TITLE

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN RIVER VALLEY TRANSIT AND POSTLER & JAECKLE CORP. MECHANICAL CONTRACTORS

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes River Valley Transit to enter into a multi-year (36-month) Professional Services Agreement for a Methane Detection System and Maintenance with Postler & Jaeckle Corp. Mechanical Contractors, 503 Yatesville Rd, Pittstown, PA 18640; not to exceed \$3,780 in year one (2020), \$3,780 (2021) in year two and \$3,895 (2022) in year three for a total of 36 months.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between River Valley Transit and Postler & Jaeckle Corp. Mechanical Contractors and any documents necessary to accept the attached agreement.

Approved

Janece M. Frendly
City Clerk

[Signature]
President



Controls Service Agreement

Proposal Number: PM20413

Proposal Date: 9/10/20

To: Chris Clark, Fleet Manager, River Valley Transit Authority

Facility: 1500 West 3rd St Methane Detection System

Thank you for the opportunity to submit this proposal. This proposal is for maintenance of the Methane, NO and CO sensors currently installed at 1500 West 3rd St Williamsport, PA.

Postler & Jaeckle agrees to provide all labor, material, equipment, and travel as defined herein to perform the maintenance tasks listed. Repair parts and labor can be provided at an additional cost.

Scope of Work:

- Calibration of 34 Methane, 7 NO and 7 CO sensors once per year
 - Perform zero and span calibration of transmitter/sensor combinations.
 - Document calibration results.
 - Reset calibration interval date.
 - Report any deficiencies to customer.
 - Zero and span calibration of units using commercially prepared zero calibration gas and 2.5% (50% LEL) methane gas.

Not included in this proposal:

- ◆ Furnishing, installation, or commissioning of replacement parts.



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General Agreement:

- ❑ Postler & Jaeckle Corp. will perform scheduled maintenance in accordance with standard maintenance routines as determined by our experience, equipment application and the manufacturer's recommendations. The length of scheduled maintenance visits will vary depending on the service tasks required.
- ❑ Response to repair and emergency calls will be billed out at our standard contract customer T&M rates. Unless otherwise stated.
- ❑ When this contract is accepted a representative of Postler & Jaeckle Corp. will contact your office to set up a schedule of maintenance visits.

Repair:

- ❑ Alerton Repair materials will be invoiced at the customer's preferred rate of 50 percent of list plus an additional 5 percent discount.
- ❑ Repair labor will be billed out at our standard contract customer T&M rates. Unless otherwise stated.



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Proposal excludes:

- Taxes.
- Repair Labor and Material
- Any mechanical equipment.
- Start-up / commissioning of any mechanical or refrigeration systems.
- Any general construction trades work.
- Any electrical trades work for power wiring – does include electrical trades work for control work defined in this proposal.
- Any mechanical trades work.
- Any start up services for any equipment.
- Any fire or security system work.
- Any sprinkler system work.
- Any overtime.
- Any removal or reinstallation of furnishings in any work areas – assumed to be by others. Assumes a free and clear work area during work of the services defined.
- Any warranty or guarantee for devices provided and/or installed by others.
- Fire stopping of existing penetrations through rated assemblies.
- Any roof work.
- Hazardous or contaminated material abatement (asbestos, lead...).
- Temporary services or utilities.
- Any bonds.
- Any electrical, mechanical or other trades demolition.
- Any dumpsters.
- Any engineering.
- Any cutting, painting, patching or finishing.
- Any permits.
- Any expedition of materials.



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Initial Price Per Year Is As Follows:

Three Thousand Seven Hundred Eighty and 00/100 Dollars
(\$3,780.00)

Please note the following:

1. The content of this proposal supersedes any previous written or oral communication regarding this project. All correspondence prior to this proposal is invalid.
2. Proposal does not include any applicable taxes.
3. Proposal does not include repair or replacement of devices found to be defective.

Three Year Term Option:

Below is the break down pricing for a three year term. This provides the most value at a maximum savings.

- First Year: \$3,780.00 per year
- Second Year: \$3,780.00 per year (Approximate 3% savings)
- Third Year: \$3,895.00

Signature for acceptance of 3-year agreement



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PRICING/TERM PROVISIONS:

- Agreement coverage will begin upon execution by both the Customer and Postler & Jaeckle. The initial agreement price will be **\$3,780.00 (Three Thousand Seven Hundred Eighty and 00/100 Dollars)** per year plus any applicable taxes. (Approximate 3% increase in third year) This agreement is valid for one (1) or three (3) years depending on what was accepted above. Either party may terminate the agreement with thirty days written notice.
- If this agreement is cancelled before its term, all work done up to that time will be billed on a time and material basis.
- This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. 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 Contractor which is not expressed herein.

CONTRACTOR:

Sales Representative (Signature)
Print/Type Name Robert Costello

Approved for Contractor:

George Woons (Signature)
Vice President, Service Division

Date: _____

CUSTOMER:

Authorized Representative (Signature)

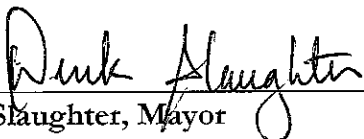
Authorized Representative (Print/Type)

Authorized Representative Title (Print/Type)

PO # (if required): _____ N/A

Date: _____

Signature Page



Derek Slaughter, Mayor

03/31/22

Date



Peg Woodring, Controller

Date



Janice Frank, City Clerk

Date



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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. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. If the Agreement is canceled at any time throughout the Agreement term, all work performed during that term will be billed on a time and material basis.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop work under this Agreement without notice and/or cancel this Agreement. Should this happen, all work performed that has not yet been paid for will be billed on a time and material basis.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. 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.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, safety test, valve bodies, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental regulatory or insurance agencies, or other causes beyond control of Contractor.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
13. 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.
14. 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 work.
15. 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.
16. 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.
17. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
18. 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, arising out of or in connection with the Contractor's work under this Agreement. Contractor's obligation under this proposal and any subsequent contract does not include the indemnification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous material. 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.
20. 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.