# SERVICE CONTRACT AGREEMENT BETWEEN THE CITY OF MERCER ISLAND AND THE CITY OF REDMOND FOR FIRE APPARATUS MAINTENANCE AND REPAIR SERVICE

THIS AGREEMENT is entered between The City of Mercer Island (City) and the City of Redmond (Redmond), and is dated the 1st of January, 2010, for reference purposes.

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#### **RECITALS**

- A. The City of Mercer Island is a municipal corporation of the State of Washington, and operates a municipal fire department.
- B. The City of Mercer Island desires to contract with Redmond to provide certain maintenance and repair service for City owned fire apparatus. Redmond has the facilities and personnel to provide such maintenance and service, and is willing to provide such service on the terms and conditions set forth herein.

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#### **AGREEMENT**

In consideration of the foregoing premises, and the mutual benefit to be derived, the City and Redmond agree as follows:

- 1. For purposes of this Agreement, the following words shall have the meanings set forth:
- 1.1 "Annual service" means that the apparatus is brought to the Shop (6502 185<sup>th</sup> Avenue NE, Redmond, Washington), raised on the hoist, and work completed as listed on Exhibit A for The City of Mercer Island.
- 1.2 "Class 1 Apparatus" means large (11,000 or larger GVW), high use apparatus, to include first line pumpers. Preventative maintenance services and annual pump test will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 1, plus parts and fluids used per vehicle.
- 1.3 "Class 2 Apparatus" means large (11,000 or larger GVW), low use apparatus, to include tankers, midis, heavy duty rescue, and reserve units. Preventative maintenance service and annual pump test will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 2, plus parts and fluids used per vehicle.
- 1.4 "Class 3 Apparatus" means medium (up to 11,000 GVW), high use vehicles, normally will include aid units, medic units, etc. Preventative maintenance services will be performed as listed on Exhibit B. The Service charge will be as listed on Exhibit C for Class 3, plus parts and fluids used per vehicle.
- 1.5 "Class 4 Apparatus" means medium (up to 11,000 GVW), low use vehicles, to include special apparatus, such as rescues, air units, reserve aid units, etc. Preventative maintenance service will be performed as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 4, plus parts and fluids used per vehicle.
- 1.6 "Class 5 Apparatus" means medium to high volume vehicles, such as sedans, pickups, station wagons, command units, etc. Preventative maintenance service will be performed as

listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 5, plus parts and fluids used per vehicle.

- 1.7 "Class 6 Apparatus" means Aerials, such as Ladder, Platform, and Water Towers. Preventative maintenance service and annual aerial test as listed on Exhibit B. The service charge will be as listed on Exhibit C for Class 6, plus parts and fluids used per vehicle.
- 1.8 "Class 7 Apparatus" means special use apparatus (rolling stock) not meeting the definitions set forth above. Charges and scope of service will be established on a per apparatus basis.
- 1.9 "Emergency repairs" means immediate repairs done on the road or for emergency call out.
- 1.10 "Equipment" means the tools and equipment used for the service and repair of the apparatus covered by this agreement, including by way of example only, diagnostic equipment, hand and power tools, hoist, computers, apparatus maintenance software, and other tools of the trade. Redmond will maintain all equipment in properly working condition.
- 1.11 "Non-scheduled repairs" means repairs completed during Redmond's normal work day between 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays observed by Redmond, that exceed those items listed on Exhibit A. This could include valve repair, pump rebuild, minor body damage, engine repair or replacement, or modification of equipment, etc.
- 1.12 "Periodic preventative maintenance" means service done at the Redmond shop to include work listed on Exhibit A.
- 1.13 "Personnel" means professionally certified mechanics to service and repair the apparatus and personnel with a CDL license that are qualified, but not a professionally certified mechanic, under the supervision of a certified mechanic to service the apparatus of Redmond and the City.
- 1.14 "Professional Certification" means a trade mechanic certification or qualification or license which assures the qualifications to work as a mechanic on all vehicles and apparatus stipulated in this agreement. This shall include at least one mechanic holding "manufacturer" certification(s) for apparatus covered by this agreement.
  - 2. Redmond shall perform the following services:
- 2.1 Redmond shall perform routine scheduled maintenance and repair of City owned fire apparatus and emergency vehicles identified in Exhibit A hereto, provided, additions and deletions to this Exhibit A may be made at the option of the City, in which case the charges for services performed by Redmond shall be adjusted according to the class of the apparatus added or deleted, and upon the maintenance to be performed during the balance of the calendar year. All routine scheduled services shall be performed during Redmond's normal work day between 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays observed by Redmond.
- 2.2 Redmond shall perform non-scheduled repairs, provided, Redmond shall be obligated to perform only as time allows, and further provided, Redmond shall make a reasonable attempt to obtain the prior consent of the authorized representative of the City.
- 2.3 Redmond may provide emergency repairs as may be requested by the City, subject to availability of personnel and equipment.
- 3. Redmond warrants that all maintenance and repairs shall be performed in a competent and professional manner by qualified and/or professionally certified, employees as determined by Redmond.

- 4. The City shall deliver all fire and emergency apparatus for service and repair to Redmond's maintenance shop at 6502 185<sup>th</sup> Ave NE, Redmond, Washington, or at the discretion of the mechanics, Redmond's professionally certified mechanics may pick up and deliver apparatus to the shop at the rate of \$70.00 per hour travel time, per mechanic or personnel with a CDL license that are not a professionally certified mechanic.
  - 5. The City shall pay Redmond for maintenance and repair services as follows:
- 5.1 For routine, scheduled preventive maintenance services preformed for the 2010 year, a charge of \$70.00 per hour according to Exhibit C.
  - 5.2 For non-scheduled repairs, at the rate of \$70 per hour.
  - 5.3 For emergency repairs, at the rate of \$105 per hour, with a minimum of two hours.
- 5.4 For work performed outside of Redmond's normal work day upon request of the City, at \$105 per hour, with a minimum of two hours.
- 5.5 For emergency repairs on Sundays and Holidays, at \$140 per hour, with a minimum of two hours.
- 5.6 The City pays for fluids and parts not specifically identified as the responsibility of Redmond, including by way of example only, motor oil, hydraulic fluid, brake fluids, antifreeze, air and oil filters, belts, and hoses. The City shall maintain an account at an auto parts facility designated by Redmond and authorize purchases by Redmond on such account, and shall reimburse Redmond for any such items purchased or supplied directly by Redmond.
- 5.7 Washington State Sales Tax is in addition to the foregoing rates, and shall be separately charged for parts and supplies to the City by Redmond for items purchased directly by Redmond.
- 6. Redmond shall bill the City on or before the 10<sup>th</sup> day of the first month following the end of any quarter for the amount accrued for routine scheduled maintenance and repair, together with hourly labor charges and costs for any parts purchased or supplied by Redmond incurred during the preceding quarter. The City shall pay Redmond within 30 days.
- 7. All parties to this agreement shall meet a minimum of two (2) times annually to discuss the administration of the agreement and issues that arise. These meetings shall be in February and October. Additional meetings may be called as needed. Redmond will give the City immediate notification in the event of a drop in shop personnel, and the parties shall meet within two (2) weeks to discuss the matter.
- 8. Redmond shall utilize an electronic tracking and maintenance system and/or software that allows for the administration and record keeping of service, maintenance, repair, parts, time and costs of each apparatus under this contract. A detailed report shall be delivered quarterly with the invoice. An annual report shall be delivered by February 20th for the previous calendar year.
- 9. Redmond may assist in the creation of specifications for apparatus to be purchased by the City, and may participate in the acceptance testing of all apparatus to be covered by this agreement at the rate of \$70.00 per hour.
- 10. This Agreement is effective on the date it is fully executed, and shall remain in effect until December 31, 2010, provided, the City shall have the option to renew for additional one-year terms by notice given to Redmond not later than November 1, 2010, for the initial term and November 1 during any renewal term.

- This Agreement expresses the entire understanding between the parties and may be amended only in writing, provided, the parties may mutually agree on adjustments to the rates established in Section 5 by September 1 of any year, to be confirmed in writing, without the necessity of formal amendment. This agreement may be terminated by either party upon giving written notice to the other party not less than 180 days prior to the termination date.
- This Agreement shall be administered by the following persons for each party, until such time as either party gives written notice to the other of a change:

FOR THE CITY OF REDMOND:

ROVED AS TO FORM:

FOR THE CITY/DISTRICT:

**Deputy Chief of Operations** 

**Deputy Chief of Operations** 

8450 161<sup>st</sup> Ave. NE

3030 78<sup>th</sup> Ave SE

Redmond, WA 98052-3848

Mercer Island, WA 98040

13. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure by either party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

CITY OF MERCER ISLAND

Dated: 5-14-2010

APPROVED AS TO FORM:

Katie H. Knight, City Attorney

## Exhibit A Pumper A Service

Fire Pump	Ladder Rack
Pump Trans. Oil Level	Ladder Rack Operation
Hale AutoLube Oil Level	Ladder Rack Lights
Transmission Lockup	Solenoid Voltage Drop<0.2V
Transfer Valve	Ladder Rack Locks
Pump Mounting	Ladder Rack Reservoir
Pump Shift Operation	
Pump Trans. Leaks	Cab Tilt
Primer Pump Fluid	Cab Mounts, Frame
Primer Pump Operation	Cab Tilt Reservoir
Dry Lube Valve Gears	Cab Tilt Operation
Vacuum Test	Solenoid Voltage Drop<0.2V
Pressure Test	Cab Tilt Cylinders
Fire Pump Packing	
Relief Valve Operation	CAFS
Lubricate Pump	CAFS Air Comp. Oper.
Throttle Interlock	Hydraulic Pump Oil
CAFS Piping	·
Pump Panel	Foam
Discharge Valve Operation	Foam System Operation
Inlet Valve Operation	Foam Pump Oil
Drain Valve Operation	Cooler Strainer
Drain Valve Operation Deck & Pump Panel Lights	Tank
Governor Operation	Foam System Piping
Cap Chains	Foam Strainers
Pump Panel Gauges	
Indicator Lights	Hose Bed
Engine Speed Counter	Hose Bed Cover
Intake Strainers	Lights
Water Tank	Hose Dividers
Mounting Screws	Warning Light

## Exhibit A B Service

Bold Items = Automotive, BLS and ALS Service

Apparatus No	_ Mileage	Date	
	Pre-Service Checks		
Body Damage		Gauges	
Shifting		Brakes	
Wheel Alignment		Vibration	
Air System (130PSI)		Trans. Oil Level	
Steering Operation		Engine Performance	
Starter Operation		Fast Idle	
Jake/Retarder		Coolant Temp.	
Engine		Cooling System	
Oil Change		Coolant PH	
Oil Sample		Freeze Point	
Filter Change	·	Nitrate Level	
Fuel Lines, Strainer, Filter		Contamination	
Oil Leaks		Fan Clutch	
Oil Pressure		Fan Belts, Adjustment	
Diagnostic Code		Water Pump Weep Hole	
Air Intake, Filter, Ember Screen		Water Pump Bearing	
Motor Mounts	·	Radiator, Inspect, Clean	
Tail Pipe		Pressure Test	
Exhaust System Leaks	<del></del>	Hoses, Fittings	
Muffler		Radiator Cap	
Governed Engine Seed		Filter	
<b>Emission Test</b>	_		
Steering		Frame and Suspension	
Ball Joints		Springs	
Steering Reservoir		Frame Rails	
Hoses, Fittings	•	Cross Members	
Cylinders	<del></del>	U-Bolts	
Steering Box		Shocks	
Tie Rod Ends	<del></del>	Torque Arms	
Draglinks .		Air Bags	
Steering Shaft		Equalizer Beams	
Joints	<del></del>	Lubricate Chassis	
Rack and Pinion		Wheel Bearings	
CV Boots		Hardware	
King Pins	<del></del>	Vehicle Weight	
Filter, Fluid Change		Ride Height	_
2 2 3		Front L Front R_	
		Rear L Rear R	
	•		
Times/M/heels		Transmission Oil Condition	
Tires/Wheels		Oil Condition	
Air Pressure		Leaks	
Condition .		Mounts	—
Tread Depth (Min 5/32nds)		Hoses	
Age (less than 7 years)		Diagnostic Code	
Lug Nuts	<del></del>	Transfer Case	
Hub Leaks		Sample	
Wheels		Filter	

### Exhibit A B Service

Bold Items = Automotive, BLS and ALS Service

Cab'		Body	
Door Hinges, Latches, Locks	<u> </u>	Compartment latches	
Glass, Mirrors		Compartment Hinges	
Seat, Cover, Suspension, Mount		Steps	
Seat Belts, Mounts		Body Mounts	
Seat Operation		Oxygen System	
Sun Visor		Handrails	
HVAC, Operation, Filter, Leaks		Stretcher Mounting	
Window Operation		Rom Tracks	_
Wipers, Washers		<u>-</u>	
Cab Mounts, Frame		Lights	
Accident Packet		Front Emergency	
Air/Elec. Horn	<del></del>	Rear Emergency	_
Engine Oil Life Reset		Side Emergency	
Carpet, Mats		Low Air Warning	
Vacuum		Spot	—
		Turn & Hazard	
DC Electrical			
Alternator Belts			
Alternator Connections		Dome & Map	
Alternator Output Rated		Headlights & High beams	
Full Load Actual >80% of Rated		Park & Clearance	
Battery Terminal Voltage < .3vlt		Tail & Stop	—
Alternator Pos. Voltage Drop<0.2		Emarganay Light Conditionar	
Alternator Neg. Voltage Drop<0.2		Dash Gauge Lights	
Siren Operation	******	Reverse/Alarm	—
Continuous Load Test < 0.5 V 20 N	<del></del>	Ground	—
Bat. Disconnect Voltage Drop<0.2		Scene	
Neg Cable Voltage Drop<0.2 V	<b>'</b> —	- Seeme	
Pos Cable Voltage Drop <0.2 V			
Starter Sol. Voltage Drop<0.3V	—	Brakes	
Starter Connections		Brake Fluid/Level/Condition	
Batteries & Box Clean		Park Brakes Apply @ 25 PSI	
Battery Connections		Hoses	—
Switches	****	System Leaks	—
Auto lube	<del></del>	Brake Can Mounting	—
Auto lube		Air Tanks	
Driveline		ABS Operation/Codes	—
U-joints		Adjustment	—
Yokes		Park Brake Springs	—
Slip Joints		Quick Air Build Up	
Dents		NFPA Service Brake Test	—
PTO		NFPA Park Brake Test	
Differential Leaks/Level/Filter		Air Sys. Performance Test	
Lubricate		Wheel Seals	—
Luoricate		Air Dryer	
Line Voltage		Air Dryer Valve	
Shore Power Plug		Lubricate	
Load Test 10 Minutes		Gov. Cut In	—
		Slack Adjuster	—
Inverter/Charger Operation		<u>-</u>	
GFI	—	S-cam Bushings	
Hard Wired Lighting		Lining Thickness LF RF	
Circuit Breaker Box		LROLRILRROLRRI	
Receptacles		RRO RRI RRRO RRRI	
Receptacle Wiring		Park Brake Operation & Adj.	

### Exhibit A B Service

Bold Items = Automotive, BLS and ALS Service

Light Tower	Rotors/Drums
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# Exhibit A Aerial A Service

Apparatus No.	Mileage	Date	
rpparatus rio.	wincage	Date	

Hydraulic System		Lubrication	
Hydraulic Tank	<del></del>	Sheaves	
Hydraulic Oil Level		Cables	
PTO Operation		Ladder Sections	
Swivel Leaks, Moisture Indicator		Boom Cylinders	
Lines & Hoses		Rotex Gear	
Control Valves		Rotex Bearing	
Hydraulic Pump		Extension Cylinders	
Auxiliary Power Pump		Stabilizers	
Solenoid Voltage Drop < 0.2V		Waterway	
Stabilizer Cylinders		Rotation Gear Box Oil	
Operation		Electrical	
Bleed Down		Stabilizer Lights, Alarms	
Stab. Out PSI		Aerial Lights	
Stab. In PSI		Collision Avoidance Indicato	r
Boom Cylinders		PTO Engaged Light	
Operation		Aerial Engaged Light	
Bleed Down		Aerial Alignment Indicator	
Boom Up PSI	<del></del>	Turntable Indicator	
Boom Down PSI		Elevation Indicator	
Extension Cylinders		Extension Indicator	
Operation		Turntable Level Indicator	
Bleed Down	_	Interlock Systems	
Extension Out PSI		Electrical Lines	
Extension In PSI		Conduit Track	
Basket Leveling Cylinder Operation		Override Operations	
Swing Operation		r	
Swing left PSI		Structural	
Swing Right PSI		Torque Box Mounting Bolts	
Emergency Stabilizer Operation		Stabilizer Pads	
Emergency Boom Operation		Stabilizer Pins	
Emergency Stop Operation		Weld Failure/Cracks	
Automatic Bedding Operation		Cable Adjustment	
High/Low Speed Operation	<del></del>	Rung Alignment	
Hyd. Oil Sample		Cleanliness	
Miscellaneous		Boom Cradle/Pads	
Breathing Air System		Rung Covers	
Curtain Shower Valve		Rail Alignment	
Throttle Operation		Section Alignment	<del></del>
Monitor Operation		Basket Structure	
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Intercom System		Pinable Waterway	
Flow Meter Operation		Temperature Decals	

#### **EXHIBIT B**Service Frequency

Class 1 Apparatus: Every four (4) months

Class 2 Apparatus: Every six (6) months

Class 3 Apparatus: Every four (4) months

Class 4 Apparatus: Every six (6) months

Class 5 Apparatus: Every four (4) months

Class 6 Apparatus Every four (4) months

Class 7 Apparatus To be determined

\*Service frequency may vary due to increased or decreased apparatus use.

#### Mercer Island Exhibit C

Class			
1	8610	3 Services per year [	2 "A" services @ 6 hrs. Ea
	8611	3 Services per year [	1 "B" service @ 8 hrs.
2	4601	2 Services per year [	2 "A" services @ 6 hrs. Ea
	4602	2 Services per year [	1 "B" service @ 8 hrs.
	4603	2 Services per year [	<u> </u>
	6602	2 Services per year >	1 "A" service @ 3.5hrs 1"B" service @ 4.5 hrs.
	8606	- 1	
	8612	2 Services per year [	
3	7606	3 Services per year >	2 "A" services @ 4 hrs 1 "B" service @ 4 hrs.
	7607	4 Services per year >	3 "A" services @ 4 hrs 1 "B" service @ 4 hrs.
4	7604	2 services per year >	1 "A" service @ 4 hrs 1 "B" service @ 4 hrs.
5	1606	2 services per year >	1 "A" service @ 2 hrs. 1 "B" service @ 2hrs.
_	1614	3 services per year >	2 "A" services @ 2 hrs. 1 "B" service @ 2hrs.
	2601	2 services per year >	1 "A" service @ 2 hrs. 1 "B" service @ 2hrs.
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