

11-339

**COUNTY OF SUMMIT
PHYSICAL PLANTS DEPARTMENT**

BID PACKAGE FOR:

Five (5) Year Full Maintenance Service Contract
for the HVAC Equipment at the
Summit County Animal Control Complex
250 Opportunity Pkwy., Akron, Ohio 44304

Bid Opening –
2:00 p.m.

OHIO BUILDING
175 SOUTH MAIN STREET
8TH FLOOR CONFERENCE ROOM
AKRON, OHIO 44308

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LEGAL ADVERTISEMENT

NOTICE TO BIDDERS

Sealed bids will be opened and publicly read on _____ at 2:00 pm. local time, at the County of Summit Ohio Building 8th floor meeting room located at 175 South Main Street, Akron, Ohio 44308, authorized pursuant to Council Resolution No. _____ for:

Five (5) Year Full Maintenance Service Contract for HVAC at the Summit County Animal Control located at 250 Opportunity Parkway, Akron, Ohio 44304.

The estimated cost of the project is \$ 60,000.00.

There will be a mandatory bidders meeting at the site on _____. The meeting will begin promptly at 10:30 a.m. at the _____ site at the Main St. entrance area. Bids will not be accepted from companies not represented at this meeting.

The County of Summit reserves the right to reject any and all bids and any part or parts of any bid. The County, also, reserves the right to waive any informalities in the bid.

Bid documents may be obtained free of charge from the County of Summit Physical Plants Department, 2525 State Rd., Cuyahoga Falls, OH 44223 between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.

County of Summit, Ohio
Russell M. Pry, County Executive

To be advertised _____ and _____.

Faxed to Akron Beacon Journal on _____.

To be posted on the County of Summit Website _____.

Please invoice the following department:

County of Summit, Ohio
Physical Plants Department
2525 State Rd.
Cuyahoga Falls, OH 44223

INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the County of Summit Executive Office, 175 South Main Street, Akron, Ohio 44308 until 2:00 pm. local time _____ for a Five - Year Full Service HVAC Maintenance Contract for the Summit County Animal Control Building located at 250 Opportunity Parkway Akron, Ohio 44304.

The envelope containing the bid shall be marked with the project title and shall be opened immediately thereafter and read publicly.

I. BID BOND

Each bid in the amount of twenty-five thousand dollars (\$25,000.00) or more shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or a certified check or cashier check on a solvent bank, which bond or check shall be in the amount not less than 3% of the amount bid. This bond or check shall be given as security that if the bid is accepted; a contract will be executed in conformity with the bid. Bids less than twenty-five thousand dollars (\$25,000.00) shall require no bid bond.

- A. The bid bond or check of the successful bidder will be returned upon execution of the contract.
- B. Bid bonds or checks of unsuccessful bidders will be returned upon a written request submitted to the Executive's Office.

II. LICENSES/PERMITS

Bidders shall include in their proposal the cost for all licenses/permits required by the State of Ohio and/or any municipality, township or village that are necessary to perform this contract and shall obtain all such permits.

III. FORM OF PROPOSAL

The proposal shall be made on the attached blank forms, designated for such purpose, and shall be completely filled out to contain all the required information, and must be properly signed.

IV. UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County or has been debarred by the County from consideration for contract awards.

V. WITHDRAWAL OF BIDS

No bid will be allowed to be withdrawn after it has been deposited with the County of Summit, except as provided by law.

VI. REJECTION OR ACCEPTANCE OF BIDS

The County of Summit reserves the right to reject any and all bids, and any part or parts of any bid, and also the right to waive any informality in the bid. The County has a right to hold bids for up to sixty (60) days. In awarding a contract, the County has the right to consider all elements in determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.

VII. BIDDER QUALIFICATIONS

With his proposal, the bidder shall furnish evidence that is satisfactory to the County of:

- A. Adequate experience in work of this type.
- B. Financial ability to perform the work to its completion in accordance with the specifications, and/or supply the required commodity.
- C. Effort and intent to provide equal employment opportunity and minority business enterprise requirements.
- D. Local Preference Ordinance 94-178

Summit County has established a "Local Preference" for construction contracts by Ordinance 94-178, dated February 22, 1994. Local preference is given to contractors that have an established principal place of business in either Summit County or the State of Ohio. This principal place of business must have been established at least two (2) years prior to the bid opening date.

Bidders having established their principal place of business in Summit County may be preferred as lowest if their bid does not exceed by more than 3%, with an upper limit of Ten Thousand Dollars (\$10,000), of the apparent lowest bidder.

Bidders having established their principal place of business in the State of Ohio may be preferred as lowest if their bid does not exceed by more than 2% of the apparent lowest bid.

To qualify for local preference, bidders must state on the bid form their principal place of business and the date of establishment. Each bidder shall have only one principal place of business. Local preference may only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall any preference granted herein exceed a maximum of 3% or \$10,000.00, whichever is less.

E. Disadvantaged Business Preference—Ordinance 93-67

Summit County has established a “Disadvantaged Business Preference” for construction contracts by Ordinance 93-67, dated February 2, 1993. Disadvantaged Business Preference is given to contractors who have submitted proof of certification as a “disadvantaged business” as provided in Section 177.04 of the Codified Ordinances of County of Summit prior to the advertisement for bids or other announcement for quotes by the County and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates or participates in the operation of a disadvantaged business, subject to the penalties specified in Section 177.04(h) of the Codified Ordinances.

Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid or ten thousand dollars (\$10,000.00), whichever is less. The disadvantaged business preference shall not apply where prohibited by State or Federal law or regulation.

F. Cumulative Preferences

No bidder shall receive preferences cumulatively exceeding five percent (5%) or fifteen thousand dollars (\$15,000.00), whichever is less.

VIII. TAXES

The County of Summit is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.

IX. EXAMINATION OF SPECIFICATIONS, SITE, ETC.

The bidder must examine the specifications, location of the proposed work, if applicable, exercise individual judgment as to the extent of the work to be done, and agree to fully complete the work or deliver equipment or materials in accordance with the specifications for the price bid.

All bidders will be held to have thoroughly acquainted themselves with all conditions pertaining to the work and to have visited the site and to have familiarized themselves with the exact conditions existing.

The contractor is required to carefully read the specifications for all parts of the work so as to become familiar with the work covered under this contract.

There will be a pre-bid meeting at the job site on _____. All bidders are required to attend.

X. EEO COMPLIANCE

The successful bidder must furnish documentation complying with State of Ohio and federal laws relating to discrimination and equal employment opportunity as outlined in the specifications on included forms. Questions relating to EEO requirements should be directed to Summit County EEO Office, telephone (330) 643-2404.

XI. OTHER REQUIREMENTS FOR SUCCESSFUL BIDDERS

- A. All permits, certificates of inspection, etc., relating to performance of contracts, if any, must be obtained prior to the contract being executed.
- B. Successful bidders must furnish a copy of an unexpired State of Ohio Certificate of Worker's Compensation.
- C. A 100% performance bond based on the bid and/or contract amount must be submitted within ten (10) days after receipt of notification of award.
- D. A "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to Ohio Revised Code Section 5719.042, before an award can be made.
- E. The contractor shall indemnify and save the County harmless from all claims or liabilities of any type or nature to any person, firm, or corporation arising from, resulting from, or attributable to the work done under this agreement by the contractor itself or acting with others.

- F. Successful bidder must furnish the County with a taxpayer identification number. The Internal Revenue Code requires the County to file an information return by January 31st of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code (26 U.S.C. 3406) requires the County to withhold at a rate of thirty-one percent (31%) if a payee fails to furnish a correct taxpayer identification number, and the back-up withholding requirements continues until the requested information is received.

XII. SAFETY REQUIREMENT

The contractor, its employees, agents, representatives, and any other party working on its behalf, shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the project with the necessary training before the work is performed, and providing all safeguards, safety devices, and protective equipment. The contractor further shall take any and all other actions reasonably necessary to protect the life and health of employees of the contractor and of the County and to protect property in connection with the performance of the work under this agreement.

XIII. INSURANCE

The Contractor must provide insurance covering the working period in the amounts according to the contract documents.

The Contractor shall furnish Summit County with proof of insurance.

XIV. STATE OF OHIO PREVAILING WAGE RATES

All wages paid to employees on the work site shall be paid at the prevailing wage rate of wages for the class of work called for under this agreement. The prevailing wage rate for such wages shall be determined in accordance with Ohio Revised Code Chapter 4115, except for any employees who are covered by a collective bargaining agreement in existence prior to the date of this contract, who shall be paid the rate of pay provided for under such an agreement. The contractor agrees to provide the County with full and complete documentation of payment records.

The contractor agrees to provide the County with a contact person, a telephone number, a mailing address and if available, an electronic mail address for purposes of giving notice to the contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the contractor agrees that the use of that method by the County satisfies

any notice requirements of any change in prevailing wage rates that it may have under Ohio Revised Code Chapter 4115.

The contractor further agrees that upon receipt of notice from the County of any changes in prevailing wage rates to immediately inform all subcontractors with whom it has contracted of such changes. The contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the contractor's failure to inform its subcontractors of changes in prevailing wage rates upon notice from the County of such changes.

FORM OF PROPOSAL

(Submit in triplicate)

The wording of the proposal shall be retained throughout, without change, alterations, or additions. Any changes in the wording may cause the proposal to be rejected.

To: County of Summit
Attn: Mr. Craig Stanley, Director of Admin. /Operations
2525 State Rd.
Cuyahoga Falls, OH 44223

Having read the specifications and examined the work required for the project entitled:

Five-year full service HVAC Maintenance Contract for the County of Summit Animal Control Building located at 250 Opportunity Parkway Akron, Ohio 44304.

And also having received and taken into account addenda numbers:

And likewise having inspected the site and the conditions affecting and governing the work of said project, the undersigned hereby proposes to furnish all material and to perform all labor as specified and described in said specification for the said work, for the following sum:

Total amount for five (5) year period

_____ Dollars (\$ _____)

Yearly Cost Breakdown

Year 1 _____ Dollars (\$ _____)

Year 2 _____ Dollars (\$ _____)

Year 3 _____ Dollars (\$ _____)

Year 4 _____ Dollars (\$ _____)

Year 5 _____ Dollars (\$ _____)

The undersigned agrees, if awarded this work, to complete the work in _____ days. Liquidated damages in the amount of \$ _____ per day will be credited for each day that the project is not completed beyond the contract completion date,

Accompanying this proposal is _____ (certified check, bank draft, security bond) in the amount of _____, which is to be forfeited to Summit County, Akron, Ohio, if the undersigned fails to execute the contract in conformity with "the terms of contract" and furnish bond as specified within (10) days after notification of award of contract to the undersigned. I (we) agree to complete all work in connection with this bid in accordance with the number of days noted above.

In submitting this bid, it is understood that the right is reserved by the County to reject any and all bids. It is also agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

Insert below, bidders name. If a corporation, give the State of incorporation using the phrase, "A corporation organized under the laws of:". If a partnership, give name of partner using the phrase, "Copartners trading and doing business under the firm name and style of;". If an individual using a trade name, give individual name using the phrase, "An individual doing business under the name and style of".

NAME OF FIRM _____

NAME OF CORPORATION _____

NAME OF PRESIDENT _____

CORPORATION IS ORGANIZED UNDER THE LAWS OF _____

SIGNATURE _____

BY _____

PRINCIPAL PLACE OF BUSINESS ADDRESS _____

DATE OF ESTABLISHMENT OF PLACE OF BUSINESS _____

FEDERAL TAX I.D. NUMBER _____

TELEPHONE NUMBER _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term "contract" includes the term "Purchase Order" and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "seller" shall refer to the Bidder, Offeror, Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to County of Summit hereinafter referred to as Buyer:

A. REPORTS Within thirty (30) days after any contract subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" unless Seller has either filed a report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file.

B. PRIOR REPORTS: If seller has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, seller has filed all required compliance reports. Seller shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractors prior to awarding subcontracts not exempt from the Equal Opportunity clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. Contractor further agrees that except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Seller, with fifty (50) or more employees which is not otherwise exempt under 41 C.f.R., Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect. 60-1.40. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

E. Bidders are responsible for EEO compliances as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.

F. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Executed this _____ day of _____, 20____ by:

Firm: _____

By: _____ Title: _____

Item: _____

Project: _____

NOTICE

Attached is a declaration of Personal Property Tax Delinquency form, which is required by ORC 5719.042 for every competitive bid contract awarded by the County.

When an award is made after a competitive bid, the successful bidder must attach the fully executed statement to his contract documents, i.e., contract or purchase order, as applicable. If the declaration shows monies owed, the County Auditor shall forward a copy to the County Treasurer within 30 days of receipt.

Inquiries concerning this matter may be directed to Mr. Brian Harnak, County Executive's Associate General Counsel, County of Summit Executive's Office, Ohio Building, 8th floor, 175 South Main Street, Akron, Ohio 44308, 330-643-2517.

DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, _____ hereby affirm that
_____, Bidder herein IS/ISNOT
(as applicable) charged at the time of submitting this bid with any delinquent personal
property taxes on the general tax list of personal property of the County of Summit.
The amount of such due and unpaid delinquent tax and any due and unpaid penalties and
interest is \$ _____.

Signature

Title

STATE OF OHIO

COUNTY OF SUMMIT, ss.

Before me, a Notary Public, in and for said County, personally appeared

_____, authorized signatory for

_____, and acknowledges that he has signed

the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have affixed by hand and seal of my office at

_____, Ohio, this _____ day of _____, 20____.

Notary Public

RESOURCES AND EXPERIENCE OF BIDDER

The Bidder is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed Contract it has done, or give reference and such other detailed information as will enable Summit County to judge the Bidder's responsibility, experience, skill and financial standing. Among other things, this statement shall include the following: Evidence to the effect that the Bidder maintains a permanent place of business; list of plant equipment available for the work under the proposed Contract, together with the statements as to when purchased or otherwise obtained and statements as to its present physical condition; evidence to the effect that the Bidder has suitable financial status to meet obligations incident to work, and evidence to the effect that the Bidder has appropriate technical experience.

(Attach additional sheets as may be necessary)

1. Bidder's Name: _____

2. Bidder's Address: _____

3. History of Firm: _____

4. Previous Jobs Completed: _____

5. Manpower and Equipment Available to Perform Work: _____

6. Evidence of Financial Status: _____

BID GUARANTY & CONTRACT BOND
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(here insert full name and address or legal title of Contractor)

as Principal and _____
(here insert full name or legal title of Surety)

as surety, are hereby held and firmly bound unto the County of Summit as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ (date) to undertake the project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of:

_____ Dollars (\$ _____)
(if the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid including Alternates. Alternately, if the blank is filled in, the amount stated must not be less than the full amount of the bid including Alternates in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the above named Bidder has submitted a Bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the Bid, plans, details specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed three percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed three percent of the penalty hereof between the amount specified in the Bid, or the costs in connection

with the resubmission of printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid, plans, details, specifications, and bills of materials which said Contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provision thereof and in accordance with the plans, details, specifications, and bills of materials therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that his undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety of any and all claims hereunder shall in no event exceed the penal amount of this obligation as stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to terms of said Contract or to the plans or specifications therefore shall in any way affect the obligations of said Surety on this bond.

SIGNED AND SEALED this _____ day of _____ 20_____.

BIDDER _____

By: _____

Title: _____

SURETY: _____

Street

City

State

Zip

EQUAL EMPLOYMENT OPPORUNITY/ANTI-DISCRIMINATION CERTIFICATE

A. The undersigned Firm agrees that in the hiring of employees for the performance of work under any contract awarded by the County of Summit, or any subcontract awarded by the County of Summit, the undersign Firm, its subcontractor or any person acting on its behalf, shall not, by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

B. The undersigned Firm agrees that it, its subcontractor or any person on its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The undersigned certifies he does not maintain and he will not permit his employees from performing services at any segregated facilities.

Firm Name

By:

Title: _____

Date: _____

MAINTENANCE AGREEMENT

THE COUNTY OF SUMMIT ("County") AND
175 South Main Street, Eighth Floor
Akron, OH 44308

Vendor Name: _____ ("Vendor")

Principal Place of Business:

Phone: _____ Fax: _____

Federal Tax I.D. No.: _____

Board of Control Directive No.: _____

This Maintenance Agreement ("Agreement") is entered into by and between the County and Vendor in accordance with the terms set forth below. The County and Vendor agree as follows:

1. Services. Vendor agrees to provide maintenance services ("Services") to County

[as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.]

[The Services shall be provided at the premises located at 250 Opportunity Parkway Akron, Ohio 44304.]

[Normal Services shall be performed between the hours of 7:30 a.m. and 4:00 p.m. on the following days each week (Monday-Friday).]

[The Services shall be for the entire building and include offices, hallways and restrooms.]

2. Term. This Agreement is dated and effective as of the date signed by the County Executive.

Vendor will start work for the Services on approximately: _____ 2011
Vendor will complete all work for the Services no later than: _____ 2016

3. Price. The price for the Services will not exceed:

\$ _____
\$ _____ Year 2011
\$ _____ Year 2012
\$ _____ Year 2013
\$ _____ Year 2014
\$ _____ Year 2015

- The Price will include all costs for materials, supplies and labor. There are no extra charges or fees.
- Vendor warrants that the Price for the Services is not less favorable than those currently extended to any other customer for the same or similar Services.
- County shall have the right to set off amounts owed to Vendor for Vendor's failure to perform its obligations or for any damages caused by Vendor.

4. Quality of Services. Vendor agrees that the Services must meet the County's quality expectations and if the County is dissatisfied with the Services provided by the Vendor, the Vendor agrees to remedy the area of dissatisfaction within thirty (30) days of notice. If Vendor is unwilling or unable to remedy the problem within the thirty (30) days, then the County will have the right to have another vendor fix the problem and the Vendor will be required to reimburse the County for those costs upon demand.

5. Independent Contractor. It is mutually understood and agreed that the Vendor, Vendor's employees, agents and anyone working on behalf of the Vendor are independent contractors and are under the sole direction and control of the Vendor.

6. Tools, Equipment and Supplies. Vendor shall use its own tools, equipment and supplies and Vendor is responsible for ensuring such tools, equipment and supplies are properly maintained and safe to use.

7. Insurance. Vendor agrees to provide and maintain throughout the term of this Agreement the following with regard to insurance:

- (a) General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence;
- (b) Auto Liability insurance with a combined single limit of One Million Dollars (\$1,000,000);
- (c) Worker's Compensation insurance in such limits as prescribed by law;
- (d) County must be named as an Additional Insured with regard to General Liability including a policy endorsement; and
- (e) 30 days advance written notice of policy cancellation, non-renewal, reduction of limits, or other material modification.

Vendor shall provide County with a Certificate of Insurance and Policy Endorsement naming County as an additional insured upon execution of this Agreement.

8. No Exclusive Rights. County has not granted Vendor any exclusive rights for County projects.

9. Indemnification. Vendor agrees to indemnify, defend and hold harmless the County and all of its employees and agents from any and all losses, liabilities, negligence, expenses, claims or damages arising from or relating to the Vendor including Vendor's employees, agents, representatives or any other parties working on its behalf. This indemnification shall survive the termination of this Agreement. Vendor waives the protection of any Workers' Compensation laws with respect to claims for contributions or indemnification by the County.

10. Reports and Records. Vendor shall maintain and provide to the County upon demand the following records and reports: accounting and fiscal records adequate to enable the County and/or the State of Ohio to audit and otherwise verify claims for reimbursement; and any other records and reports relating to compliance with local, state and federal statutes and regulations. Vendor shall keep records for three (3) years after final payment and all pending matters are closed or for three (3) years after the completion of any action involving the records, whichever is later.

11. Termination without Cause. County reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience and without cause. In the event of termination under this paragraph, Vendor will immediately stop all work and will immediately cause any of its suppliers or subcontractors to cease all work related to this Agreement. County will pay Vendor for all services satisfactorily performed prior to notice of termination. There is no termination fee.

12. Prevailing Wage. If the Services are construction and exceed **\$23,447.00 for alterations or \$78,258.00 for new construction (for 2010)**, Vendor agrees it shall comply with the Prevailing Wage Rate requirement as set forth in Ohio Revised Code Chapter 4115 and all other applicable laws and regulations. It applies to installation of computers, security systems, electrical work (even if adjunct to existing system), painting, reconstruction, enlargement, alteration, repair, remodel and renovations.

13. Compliance. Vendor represents and warrants it has all necessary licenses required to perform the Services. In addition, Vendor agrees that in the hiring of employees for performance of work under this Agreement, the Vendor, its subcontractors, or any person acting on a Vendor's or its subcontractor's behalf, by reason of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, shall not discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Vendor further agrees that Vendor, its subcontractors, or any person on a Vendor's or its subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in

Section 101.02(r) in the Codified Ordinances of the County of Summit. Vendor certifies it does not maintain and it will not permit its employees from performing services at any segregated facilities. Vendor agrees to comply with all applicable federal, state and local laws, orders, rules and regulations.

14. Drug Free Workplace. Vendor will comply with all applicable Ohio laws regarding maintaining a drug free workplace. Vendor will make a good faith effort to ensure that all its employees, while working on County property, do not possess and will not be under the influence of illegal drugs, alcohol or abuse prescription drugs.

15. Waiver. The remedies contained in this Agreement will be cumulative in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Agreement or any delay in enforcing its rights will constitute a waiver of the County's rights and remedies.

16. Modification. Any modification of this Agreement must be signed by the authorized representatives of all parties.

17. Non-Assignment. Vendor agrees to perform personally all duties and obligations imposed under the terms of this Agreement. Vendor agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Agreement without written consent from the County. Any assignments, delegations or substitution attempted without the previous written consent of the County will cause this agreement to be terminated at the County's sole option and upon such termination the Vendor shall forfeit its right to payment for any Services provided.

18. Jurisdiction. This Agreement will be governed by the laws of the State of Ohio without regard to conflict of laws principles. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court, the Summit County Court of Common Pleas or the U.S. District Court for the Northern District of Ohio and Vendor permits itself to the jurisdiction and venue of those courts.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any prior agreements.

20. Set Off. All claims for money due or to become due from County and any damages caused by Vendor will be subject to deduction or right of set off by County.

21. Conflict. If this Agreement is entered into pursuant to Ohio R.C. 125.04, also known as House Bill 100, the State of Ohio Terms and Conditions shall apply in the event of a conflict.

22. Unresolved Findings of Recovery. Pursuant to Ohio Revised Code §9.24, Vendor represents and warrants that no unresolved findings of recovery have been issued against Vendor by the Auditor of the State of Ohio.

Intending to be legally bound, the parties hereby execute this Agreement:

_____ [Name of Vendor] COUNTY OF SUMMIT, OHIO

By: _____
Printed Name: _____
Title: _____

By: _____
Russell M. Pry, Executive Date

Approved as to form:

Deborah S. Matz, Director, Law Department

EXHIBIT "A"

SPECIFICATIONS FOR TOTAL HVAC SYSTEM MAINTENANCE SUMMIT COUNTY ANIMAL CONTROL BUILDING

The Contractor is required to read carefully the specifications for all parts of the work so as to become familiar with the work covered by the contract. The Contractor shall visit the site and familiarize himself with the existing conditions before submitting his bid. No additional compensation will be awarded due to unfamiliarity. It shall be assumed that he has full knowledge of existing conditions and accepts them as is.

General Description of Building and Equipment

The Animal Control Complex consists of the general business offices, medical unit, impound/quarantine area, adoption and storage areas.

Akron Thermal supplies the majority of the heating requirements supplemented by several stand alone units. District hot water heat exchangers throughout the building supplies the hot water for the building heating system and the VAV re-heat. A Honeywell "Trend" DDC Energy Management System controls run times of the air handling units and monitors temperatures in various areas of the building.

Major pieces of equipment and approximate quantities are identified in the equipment list.

AREAS TO BE MAINTAINED

250 Opportunity Parkway -

General Office Area
Medical Area
Adoption Area
Impound/Quarantine
Storage Area
Vehicle Garage

GENERAL SPECIFICATIONS

1. GENERAL

It is understood and agreed that the following conditions shall be part of the specifications of this contract. These general specifications shall be binding upon this contractor.

2. DEFINITIONS

Where the word "bidder" is used in the specifications, it shall be understood to mean any contractor submitting a bid to perform the work and supply the materials as defined in these specifications. Where the words "contractor or service company" is used in these specifications, it is understood to mean the successful bidder to whom the service contracted is awarded. Where the word "owner" is used in these specifications, it shall be understood to mean the County of Summit and the duly authorized representative thereof.

3. SCOPE OF WORK

This specification covers five (5) years service to the specified HVAC and associated systems and components thereof at the County of Summit Animal Control Complex, 250 Opportunity Parkway, Akron, Ohio 44304.

4. PROPOSAL REQUIREMENTS

Before submitting a proposal, each bidder must make a careful study of the site and specifications and fully assure himself as to the extent of the work, the type and quality of the materials, and the type and quality of the workmanship required. The bidder must carefully consider and visit the places where the work is to be performed, the materials delivered and, should his proposal be accepted, he will be held responsible for any misunderstandings or error, whether or not it is the result of his unfamiliarity with the work. The proposal for this work must cover all contingencies – including all labor, material, scaffolding, replacement parts, equipment, rigging, tools, transportation, etc. necessary for the complete service on everything described, shown, or reasonably implied herein.

These specifications include all labor, materials, equipment, replacement parts, etc. necessary to keep all systems in good operating condition satisfactory to the owner. All items of labor, material or equipment not specifically required by the specifications but incidental to or necessary for the proper operation of the HVAC systems or reasonably implied in connection therewith, shall be furnished as if specifically required by the specifications.

The right is reserved to furnish any detail drawings which, in the judgment of the owner may be necessary.

5. DISCREPANCIES

In the case of any discrepancies, the subject shall be referred to the owner for decisions and the owner's decision shall be binding, and without such decision, adjustments shall not be made by the contractor save at his own risk.

6. SUMMIT COUNTY REPRESENTATIVES

The Summit County representatives shall be the following and shall be called in the order noted below.

Roger Huffman (330) 643-2809
Jon Holland (330) 926-2492

7. BIDDER QUALIFICATIONS

The following requirements shall be considered as the minimum standards for a service company to be considered as qualified to provide services under this contract and shall be a prerequisite to any award:

- A. A period of ten (10) years' experience in the performance of HVAC maintenance as specified shall be considered a minimum. Bidder must submit evidence of years of experience with his bid.
- B. The service company shall maintain a field office and/or warehouse that are within fifty (50) miles of the facility to be serviced under this specification. Bidder must submit address of said facility with his bid.
- C. A minimum of two (2) local HVAC mechanics and (2) local Electronic Technicians employed by the service company shall be residents in an area within a maximum of a fifty (50) mile radius of

the facility to be serviced. Bidder must submit the names and cities of residence of these individuals with his bid.

- D. Services that are to be provided, shall be performed by qualified and trained service personnel that are directly employed by the service company. Subcontracting portions of the system or services requested in this specification shall not be allowed without prior consent.
- E. The service company shall submit with his bid evidence of at least five (5) documented full-service maintenance contracts similar to that of this specification with documented continuous full service for at least five (5) years. This evidence shall include name, address, phone number, length of contract and type of equipment covered.
- F. The service company shall submit with his bid evidence of at least four (4) customers with whom he has completed a full responsibility contract similar to that of this specification for at least one (1) year in excess of \$20,000. This evidence must include at least name, address, phone number and type of equipment maintained.
- G. The service company shall submit with their bid evidence that indicates the use of a uniform detailed method by which preventative maintenance tasks are defined, scheduled, recorded, updated and processed. The service company's preventative maintenance program shall be a computer-generated based on manufacturer's recommended maintenance procedures and shall include provisions to build a historical data bank of all equipment being maintained. Simple hand-scheduled programs are not acceptable.
- H. The service company's service mechanics must use and submit to the owner upon completion of each service call, copies of the computer-generated sheets defining the tasks performed on each piece of equipment. The service company must submit with his bid sample sheets of these tasking sheets.
- I. A copy of the preventative maintenance work order form, which the service company plans to use, shall be submitted with his bid package and must be approved by the owner.

- J. The service company shall submit with their bid, resumes of all personnel to be associated with this contract. Minimum resumes required are:
1. HVAC Mechanic – (2)
 2. Service Manager – (1)
 3. Electronic Technician – (2)

8. PARTS REPLACEMENT

- A. All parts, components or devices for the mechanical systems that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components or devices of the same OEM manufacturer.
- B. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as a replacement.
- C. All repair and replacement parts, components and devices for the mechanical systems and equipment as listed shall be supplied by the service company and shall be included in the cost of the service program.
- D. All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the service company and shall be included in the cost of the service program: belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, etc.
- E. The service company shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the service company, or by reason of any other cause beyond the control of the service company except ordinary wear and tear.

9. SCOPE

The contractor shall be responsible for maintaining original design performance (O.D.P.) conditions for all equipment and systems covered under this specification. The Contractor accepts all equipment and systems as is upon submitting this maintenance proposal.

Design, installation labor and materials required to keep systems at O.D.P. are the responsibility of the Contractor and shall be effected at no additional charge to the owner. All HVAC equipment, appurtenant devices and systems that are related to the HVAC systems are the equipment to be maintained. The equipment not to be maintained under this contract are such items as foundations, structural supports, domestic water lines, drains, gas lines, unit cabinets, piping, electrical services (power), etc. Contract for HVAC maintenance will be awarded to include:

- HVAC Preventative Maintenance
- HVAC Emergency Maintenance
- HVAC Equipment Repair
- HVAC Equipment Testing & Calibration
- HVAC Filter Service
- Facility Management System Preventative Maintenance
- Facility Management System Repairs
- Facility Management System Software Upgrades
- Automatic Temperature Control Maintenance and Repair
- Domestic Hot Water Heating

10. CLEANING

Upon completion of any work, the work area shall be cleaned of all refuse caused by work performed under this contract.

11. RUBBISH

The Contractor shall not allow waste materials or rubbish caused by his employees to accumulate in or about the premises but shall have same properly removed.

12. EMERGENCIES

Because of the nature of the owner's facility, the contractor will be required to commence corrective action within two (2) hours of receipt of notification by telephone or otherwise from the owner that such an emergency exists. Failure of the contractor to adequately respond to emergency situations within the terms of the service contract will be

grounds for the owner to seek assistance from whatever means available and back charge the associated charges to the contractor.

13. SERVICE HOURS

The Contractor shall respond to emergency calls 24 hours per day, 365 days per year, at no additional cost to the owner.

14. PERFORMANCE REVIEW

- A. The owner's agent may review at any time the service provided and reports submitted to verify that the preventative maintenance is in fact being properly and adequately performed. Any lack of maintenance service complaints or deficiencies in the performance of the services shall be submitted to the service company in writing for correction.
- B. For problems or deficiencies of significant importance or of a continual nature, a time period for compliance shall be established after discussion and mutual agreement. Failure of the service company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

15. EQUIPMENT OUTAGES

In the event equipment must be shut down for an extended period of time, the County of Summit shall be notified immediately of the delay and the measures being taken to put the equipment back in service. During situations involving extended outages of critical equipment, it shall be the contractor's responsibility to do whatever is necessary to minimize the delay.

16. EQUIPMENT MAINTENANCE SERVICE

- A. The specific quantities and sizes of major pieces of equipment shall be listed separately on the equipment list attached.
- B. The responsibility of the service company shall not be limited only to these major pieces of equipment as shown on the equipment list, but shall also include all appurtenant devices and systems that are related to heating, ventilating and air conditioning systems.

- C. The maintenance and preventative maintenance includes all parts, materials and labor necessary to perform the service and, in addition, any necessary replacement of any units.

Heating System – Heat exchangers, heating coils, expansion tanks, strainers, unit heaters, cabinet heaters, baseboard heaters, fin tube heaters, gas-fired unit heater, regulators, relief valves, flash tanks, thermometers, pumps, valves, electric coils, vents, check valves, pressure reducing stations, chemical shot feeders, motors, and related heating equipment.

Cooling System – compressors, condensers, pumps, fans, valves, thermometers, coils, tubes, energy recovery wheel, terminal units, motors, economizer, dampers, VF drives, flex couplings, and related cooling equipment.

Air Handling System – Fans, motors, variable speed drives, air grills, plenums, drain pans, registers, air filters, dampers, linkages, make-up air units, VAV boxes, fan coil units, and other related system components.

Temperature Control System – Thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, timers, stepper switches, contactors, controllers, recorders, control panels, gauges, air compressors, control air piping, dryers, solenoid valves, control valves, sensors, photo cells, fuses, air vents, static probes, transformers, electronic controlled valves, air sensors, pump sequencing systems, air separators, actuators, limit switches, temperature transmitters, thermocouples (RTD), flow meters, temperature sensors, pressure gauges, temperature gauges and other control related equipment.

Facility Management System – All components of the Honeywell Trend XCite DDC Building Supervisor System to include main panel, transformers, power modules, controllers, circuit boards, indoor and outdoor sensors, contactors, relays, c-bus, coils, software and programming. Not included are the system computer, monitor, printer and consumables.

Miscellaneous Equipment – Exhaust fans, manual valves, piping on all covered equipment to the first unit isolation valving, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starters to their respective motors, check valves, flow valves relief valves stop valves, freeze stats, gate valves, wheel valves, Belimo valves, butterfly valves, isolation valves, triple duty valves, drain valves, all valves, pressure reducing control valves, pressure reducing/sustaining valves, throttle valves, three-way control valves, diverting valves, two-way modulating control valves, three-

way modulating diverting valves, control valves, spring loaded check valves, strainers, filters, Flo Trex valves, air separators, actuators, temperature transmitters, pressure relief valves, flow transmitters, pressure gauges, temperature gauges, PRV's, glycol, refrigerant, refrigerant piping and insulation and other related HVAC equipment.

17. EQUIPMENT NOT INCLUDED

- A. Maintenance services including repair labor and parts replacement for portions of the systems and equipment that are non-maintainable or non-moving are not required or included as part of this specification.
- B. Excluded items shall be considered as: Foundations, structural supports, fan ductwork, domestic water lines, drains, etc.
- C. This specification covers only equipment listed herein and/or in place at the time of the bidders' meeting. In the event the system is altered, changed, or if any equipment is added or not included in this specification, then that portion shall be added or deleted as required and shall be in accordance with this specification.
- D. Service resulting from vandalism, misuse, abuse, operator error or site-related problems.
- E. The hot water heating piping system is supplied by Akron Energy with district hot water, no water treatment is required.

18. SERVICES INCLUDED

- A. The Contractor shall be responsible for scheduling of the preventative maintenance and task functions to be performed on each scheduled call by calendar periods and operating hours as pertinent to each task. Master records shall be maintained in the owner's office and such schedules will be adhered to.
- B. The Contractor shall have in his possession specific maintenance and repair procedures and parts lists for all equipment to be maintained.
- C. As work is scheduled, the contractor shall issue to the mechanic the recommended maintenance procedures and a listing of any special lubricants, tools, etc. that is required for proper maintenance of the equipment involved.

- D. As work is performed, it shall be checked off on the service sheets and then kept on file by the Contractor with a copy being left with the owner. The Department of Physical Plants reserves the right to have access to the contractor's files within 48 hours of notification. These files must be kept for the life of the contract. This and all other work is to be performed in a professional manner by properly trained personnel. All maintenance shall include parts, labor and materials. Preventative maintenance calls shall include checking the performance of all components and testing, adjusting, calibrating and cleaning of all system components.
- E. The Contractor shall report to the owner daily when on the job. After each service call, a service report shall be left with the owner detailing work accomplished. Two of the scheduled service calls shall include the systems startup and shutdown for the appropriate season.
- F. The Contractor shall provide maintenance and repair service to keep subject equipment in good operating condition as follows:
 - 1. Furnish and install as required all replacement and repair parts and/or system components.
 - 2. Furnish as required all labor, refrigerant, material, parts, components and supplies including freight and delivery. Note – all refrigeration controls are the responsibility of the contractor. In the event of damage caused by compressor failure, electric starters, isolation switches, etc., will also be the responsibility of the contractor.

19. SPECIAL INCLUSIONS

Repair and replacement of all moving parts which suddenly or accidentally fail including gears, motors, stators, bearings, shafts, contactors, etc. Also included is any sudden or accidental failure of tubes, cracking of vessels and refractory and resulting damage to other equipment. Anticipated equipment repairs and correctional steps determined to be required as the result of diagnostic tests are also included.

20. FACILITY MANAGEMENT SYSTEM

Any and all software revisions as designated by the manufacturer during the term of this contract shall be implemented and utilized as soon as they are commercially available at no additional cost to the County of Summit.

21. PREVENTATIVE MAINTENANCE

The establishment of a preventative maintenance program, the service company shall include as a part of their service:

COMPREHENSIVE ANNUAL INSPECTION – MIXED AIR HANDLING UNIT #1 AND #2

1. Verify operation of system motor, gages, etc.
2. Inspect flexible connections and ductwork for damage and leaks – repair as required.
3. Inspect tension on drive and fan belts, and change as needed.
4. Lubricate fan shaft bearings.
5. Lubricate motor bearings.
6. Lubricate dampers.
7. Clean intake screen on motor.
8. Inspect fan wheel for free rotation, cracks and alignment.
9. Inspect for vibration and unusual noises.
10. Inspect coils for water leaks.
11. Report condition of dampers.
12. Test securing of guards, doors and panels.
13. Inspect all major stop valves and report condition.
14. Inspect all structural elements for corrosion and damage.
15. Report condition of coils – clean/dirty – clean as required.

STARTER

1. Inspect wiring for secureness and damage.
2. Megger motor at starter and record readings.
3. Inspect switch gear, starter and contactor points.
4. Inspect starter for signs of wear, arcing, overheating, burns, etc.
5. Inspect electrical connections for tightness and absence of moisture.

3. Inspect switch gear, starter and contactor points.
4. Inspect starter for signs of wear, arcing, overheating, burns, etc.
5. Inspect electrical connections for tightness and absence of moisture.
6. Measure and record operating voltage.
7. Measure and record operating amperage.

OPERATIONAL INSPECTIONS – MIXED AIR HANDLING UNIT #3

1. Verify operation of system motor, gages, etc.
2. Inspect tension on drive and fan belts, and change as needed.
3. Lubricate fan shaft bearings.
4. Lubricate motor bearings.
5. Lubricate dampers.
6. Inspect for vibrations and unusual noises.
7. Inspect coils for water leaks.
8. Report condition of dampers
9. Report condition of coils – clean/dirty.
10. Report condition of motor windings – clean/dirty.
11. Clean intake screen on motor.

STARTER

1. Inspect starter for signs of wear, arcing, overheating, burns, etc.
2. Measure and record operating amperage.

COMPREHENSIVE ANNUAL INSPECTION – HEAT EXCHANGER

1. Check control set point.
2. Verify operation of control valve.
3. Confirm flow level through heat exchanger.
4. Perform operation test.
5. Test pressure control switch.
6. Try lever test safety valve.

COMPREHENSIVE ANNUAL INSPECTION – WATER HEATER

1. Manually flush and try lever test pressure relief valve.
2. Open and close isolation valves and check piping and valves for leaks.
3. Record hot water supply temperature.
4. Bottom-blow heater tank to remove sediment.
5. Check all wiring, insulation, and connections on heater and controls.
6. Check safety power cutoff on heater.
7. Inspect flue system.
8. Test operation of automatic vent dampers.
9. Test flame failure protection device.

COMPREHENSIVE ANNUAL INSPECTIONS – EXPANSION TANK UNIT

1. Check air pressure.
2. Inspect connecting piping for leaks.
3. Confirm proper water level indication at sight glass.
4. Charge tank to adjust water level, if necessary.
5. Inspect overflow drain function.
6. Test float valve operation.
7. Test operation of automatic fill system.

COMPREHENSIVE INSPECTION AND CALIBRATION – AUTOMATIC TEMPERATURE DDC CONTROLS

FAN SYSTEMS AND HVAC UNIT CONTROLS

1. Review sequence of operation.
2. Check operation of all dampers and lubricate.
3. Check pilot positioner, calibrate.
4. Calibrate all controllers at least once annually.
5. Calibrate all transmitters and set receiver gauges, as required.
6. Check all solenoid air valves, PE switches and air valves for proper operation.
7. Check auxiliary control devices.

ROOM-TERMINAL UNIT CONTROLS

1. Check all room stats and calibrate at least once annually.
2. Check operation of unit coil steam traps.
3. Check operation of all dampers.
4. Check all PE switches, solenoid air valves and limit controls.
5. Check operation of auxiliary devices.

TERMINAL UNITS

Boxes – Mixing and Variable Air Volume (without Fan)

1. Inspect box for ductwork connection.
2. Lubricate and adjust dampers and linkage.
3. Verify operation of control.

Electric Baseboard Heaters

1. Inspect coil for damage to element.
2. Inspect isolators for damage or cracks.
3. Brush coil. Remove dust and debris (where accessible).
4. Torque heating terminals
5. Verify operation of control.
6. Verify staging of heating elements.

Induction Units

1. Visually inspect coil. Clean as required.
2. Check and clean drains and drain pans.

OPERATIONAL INSPECTIONS - AUTOMATIC TEMPERATURE CONTROL

D. DIRECT DIGITAL CONTROL, MICRO PROCESSOR BASED SYSTEM

Any and all software revisions as designated by the manufacturer and requested by the Owner during the term of this contract shall be implemented and utilized as soon as they are commercially available AT NO ADDITIONAL COST to the County of Summit.

1. The Contractor shall provide a TRAINED TECHNICIAN to perform services as outlined below:

a. Semi-Annually

1. Verify regulated power assembly and battery voltages, adjust as required.
2. Insure cabinet is an earth ground potential
3. Verify proper system electrical ground isolation.
4. Inspect and secure interconnecting cables and electrical connections.
5. Via CDB, exercise all control devises with manual command functions and verify proper response of field hardware. Check all alarms and overrides using the scan functions.

Note: Review specific alarm override conditions with County of Summit personnel.

6. Clean external surfaces of the panel enclosure and associated field equipment units.

Note: Some of this equipment is in a highly-restricted area and may require pre-scheduling.

7. Exercise point value display and PCR diagnostic self-test.
8. Test and verify operation of UPS equipment for emergency operation of OWS. Replace parts as necessary.

b. Annually:

1. Inspect interior surfaces and components of the panel enclosure and associated field equipment unit and clean if required. Insure all mounted devices and plug-in components are securely in place.
2. Evaluate binary and analog points for proper operation and reporting. At the CDB, make a general performance review of all points.
3. Check each individual critical point. Determine new or revised calibration coefficients as required. Make adjustments to connected FEU/field hardware as required.
4. ENTER REVISED CALIBRATION COEFFICIENTS INTO SOFTWARE after completing critical point procedures.
5. Review control loop for proper operation; i.e., controlled positions are stable at setpoint. If necessary, verify or adjust tuning constants, set points, parameter values and reset schedules.

6. Record any parameter values which are different than those shown on the metasys program listing.
7. Permanently record all changes in CPU program and on back-up discs.

2. REPAIR All repair labor and materials associated with the direct digital control systems are to be included in this contract.

F. AIR FILTER SERVICE

1. Contractor shall provide air filter service which includes labor, frames, and replacement filter media and other materials necessary for this service. Replacement shall be as needed, with a minimum of four (4) changes per year for the pre-filters and one (1) per year for the annual filters.
2. Air Filters:
 - a. Filters shall be extended surface, pleated panel disposable filters.
 - b. Replacement filters are to be as recommended by the equipment manufacturer and must fit properly so as not to allow the passage of air around them.
 - c. A wire grid shall be bonded to the leaving air side of the filter to support the media and to maintain the uniform shape of the pleats.
 - d. The frame shall be two pieces, die-cut from heavy duty chipboard, one on the entering air side and one on the leaving air side. Then assembled, the two mating halves of the frame shall overlap to provide a double wall on all four

sides. The pleated media rack shall be bonded to the inside of the frame, forming a totally unitized construction and providing a positive seal against leakage.

- e. Average efficiency shall be 25 to 30% based on ASHREA 52-76 test method. Performance tolerances shall conform to Section 7.4 of AR1 Standard 850-78.
- f. Filters shall be U.L. Class 2 approved band listed. Testing and performance shall be according to U.L. Standard 900.

NOTE: Accessibility to filters in some air handling units is very limited and special, multiple smaller filters may be required.

G.

G. COOLING COIL DRAIN PANS

Pans are to be inspected on a monthly basis to ensure that they are draining properly and do not contain biological growth. Pans are to be cleaned and disinfected quarterly during filter changing.

H. EMERGENCY SERVICE

PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE CALL

1. The Service Company shall schedule and perform the preventative maintenance services on no less than a monthly basis.
 - a. After each service call a service report shall be left with the Owner detailing the work accomplished.
 - b. Two of the scheduled service calls shall include the system start-up and the system shut-down, for the appropriate season.
2. The Service Company shall provide emergency service on an as required basis. Emergency service shall be considered as calls in addition to the scheduled preventative maintenance calls.

- a. All labor, overtime, travel costs, parts, supplies and any other expenses incurred and expended on such a call shall be provided by the Service Company and shall be included in the cost of the service program.
- b. The emergency service shall be provided as often as needed, on a 24-hour basis, weekends and legal holidays included.
- c. The Service Company shall be capable of having personnel on site and commencing corrective action to an emergency situation within two (2) hours.
- d. Emergency service response system shall be professionally manned telephone answering service. Automatic answering/recording machines or home telephone numbers are not acceptable.

I. MAINTENANCE PROCEDURES AND RECORDS

1. The Service Company shall utilize computer generated preventative maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (runtime), manufacturer's recommendations, and historical data bank, if available.
2. As work is due, the Service Company shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
3. The Service Company's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventative maintenance frequencies.
4. During the course of the service program, the Service Company shall advise and assist in the determination of improvements to the mechanical system that shall conserve energy and minimize utility expenditures.

J. PERFORMANCE REVIEW

1. The Owner's agent may review, at any time, the services provided and reports submitted, to verify that the preventative maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services shall be submitted to the Service Company in writing for correction.
2. For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Service Company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

K. PARTS AND COMPLETE REPLACEMENTS

1. The Contractor will repair or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is excessive, and it is mandatory to get a piece of equipment in operation.
2. Damage obviously due to vandalism will be reimbursable by the County of Summit Department of Physical Plants to the Contractor for replacement parts used plus the labor necessary to install parts.

L. PARTS INVENTORY

1. ON-SITE: The Contractor shall maintain an on-site inventory of maintenance and replacement parts for each type of machine, in an area designated by the agent of the County of Summit.

This inventory shall contain at a minimum: (3) of each type of thermostats, (1) oil filter cartridge, (1) intake air filter cartridge, (2) universal sensors, (1) set of belts for each size of air handling units, (3) diaphragms for valve actuators or replacement valve actuators, (3) diaphragms for damper actuators or replacement damper actuators, 100 feet of polyethylene tubing, (2) pints compressor oil, (40) 12 vcd plug in relays (for use in energy management system), (1) E/P solenoid valve, miscellaneous pneumatic

fittings, (1) mixed air low limit thermostat, (1) processor controller board (master).

The Contractor shall obtain all other needed parts in the quickest way possible at no additional cost to the County.

The above listed parts must meet the parts requirements as specified elsewhere in this specification.

2. TRUCK OR LOCAL WAREHOUSE INVENTORY: To assure the quickest repair time possible, the Contractor must maintain an inventory on the local service trucks or in the local warehouse consisting of a minimum of: (1) field interface controller, (1) control display board, (2) regulated power assemblies, (2) back-up batteries for digital system controllers, (2) electric to pneumatic analog transducers, (2) pressure to electric analog transducers, (1) process control board, (2) application specific controllers, (6) bulb temperature element sensors, (4) 120v to 24 vac transformers, (1) transmitter/receiver board, (1) communication enhancement board, (2) backup batteries to be replaced bi-annually.

The above listed parts must meet the part requirements as specified elsewhere in this specification.

M. SPECIAL CONDITIONS

5. Freeze Protection is the responsibility of the Contractor.

The service company shall be required to drain and blow out the cooling coils designated by the owner.
6. Annual calibration of each thermostat, safety and operating control.
7. Monthly inspection of steam traps during the heating season.
8. Annual inspection and testing of relief valves.
9. Clean/vacuum fin tubing/coils as needed for efficient heat transfer.

22. EMERGENCY SERVICE

The service company shall provide emergency service on an as-required basis. Emergency service shall be considered as calls in addition to the scheduled preventative maintenance calls.

- A. All labor, overtime, travel costs, parts, supplies and any other expenses incurred and expended on such a call shall be provided by the service company as shall be included in the cost of the service.
- B. The emergency service shall be provided as often as needed on a 24-hour basis – weekends and holidays included.
- C. The service company shall be capable of responding to an emergency situation within two (2) hours.

23. PARTS AND COMPLETE REPLACEMENTS

- A. The Contractor will repair or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is excessive and it is mandatory to get a piece of equipment in operation.
- B. Damage obviously due to vandalism will be reimbursable by the County of Summit, Department of Physical Plants, to the contractor for replacement parts used plus the labor necessary to install.

24. SPECIAL CONDITIONS

- A. The Contractor shall not be required to install new equipment or additional controls as recommended by any governmental authority. Contractor shall be reimbursed for any expenses, parts or labor, which are incurred because of the above-mentioned work.
- B. The Contractor shall coordinate as required all mandated pressure vessel inspections at no additional cost to the owner.
- C. It is agreed that the County of Summit agent will provide general access to all devices, which are to be serviced. The contractor shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed by the County of Summit agent or other duly authorized

representative. The County of Summit agent will take responsibility for equipment malfunction where such access is denied.

- D. The Contractor shall not be liable for any loss, delay, injury or damage, whether direct or consequential, that may be caused by conditions beyond the contractor's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, floods and other acts of God.
- E. The following items pertaining to the system are not included under this agreement:
 - 1. The replacement or repair of non-moving parts of heating, cooling and ventilating equipment such as fan ductwork, tanks, etc., unless damaged by the contractor during performance of his work.
 - 2. Maintenance or repair of electrical wiring (other than as related to control system), plumbing, oil storage tanks, oil and/or gasoline and domestic water lines.

25. GENERAL CONDITIONS

- 1. This maintenance contract shall begin as soon thereafter as possible, and continue for a period of five (5) years. The County of Summit Department of Physical Plants may terminate this contract at any time by giving thirty (30) days written notice by certified mail. Should cancellation occur, a refund of the sum paid by the County of Summit Department of Physical Plants would be pro-rated on the basis of unused portion of the contract period paid for. No service charge, handling fees or other penalties for cancellation will be accessible.
- 2. Both parties must agree that the contract is not transferable or assignable.
- 3. It is further understood that no other agreement – oral or written – expressed or implied – shall limit or qualify the terms of this agreement unless such additional agreement is accepted in writing by both parties.

4. It should be further understood that, should any major components of the system be replaced by the County of Summit agent, a credit shall be issued by the contractor pro-rated over the period of time in the contract period during which service and repair of the new equipment is covered by the manufacturer's or installer's warranty.

EQUIPMENT LIST

<u>MAKE</u>	<u>MODEL/SERIAL NO.</u>	<u>LOCATION</u>
VALENT – MAU #1	VPRE-310-30B-HW-C	MAIN BUILDING
VALENT – MAU #2	VPRE-210-25B-HW-C	MAIN BUILDING
VALENT – AC-1	VPRE-310-40B-HW-C	MAIN BUILDING
QMARK – ELECTRIC UNIT HEATER (3)	MUH SERIES	MAIN BUILDING
QMARK – ELECTRIC CEILING HEATER (4)	EFF 4004, 4008	MAIN BUILDING
QMARK – CABINET UNIT HEATER	CU 945, 995	MAIN BUILDING
QMARK – BASEBOARD HEATER	DBA 06250	MAIN BUILDING
REZNOR – GAS FIRED UNIT HEATER (1)		GARAGE
MODINE – HOT WATER UNIT HEATER (4)		STORAGE
EXHAUST FAN – EXISTING		STORAGE
CARNES EXHAUST FANS-CENTRIFUGAL (5)	VEBK, VIBK	MAIN BUILDING
TITUS-VAV W/HW REHEAT (19)	DESV, ESV	MAIN BUILDING
LOUVERED INTAKE W/HONEYWELL ACUATOR (4)		MAIN BUILDING
CARBON MONOXIDE SENSOR AND CONTROLLER		GARAGE
EXHAUST FAN – CARBON MONOXIDE		GARAGE
HUBBELL 100 GAL HOT WATER HEATER (2)	ELECTRIC	GARAGE
13.5 GAL ELBI EXPANSION TANK		MECHANICAL- MAIN BUILDING
TREND 'XCITE DDC AUTOMATIC BLDG CONTROLLER		MECHANICAL-MAIN BUILDING
		MAIN BUILDING