


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 25, 2019

AGENDA ITEM:	
HVAC Maintenance & Repair Services Contract	
PREPARED BY:	DIRECTOR APPROVAL: 
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works, Facilities	
ATTACHMENTS:	
HVAC Maintenance & Repair Services Contract	
BUDGET CODE:	AMOUNT:
Various	\$75,000.00
SUMMARY:	

On January 2, 2019, the City solicited bids for the maintenance and repair of the City's facilities HVAC systems and components. The City received two responsive bid proposals with D.K. Systems providing the lowest bid for requested services. The contract is for one year with the option to extend for three additional one-year terms.

The annual estimated contract price is \$75,000.

The contract would be effective for one year from the Notice to Proceed provided to D.K. Systems from the City.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the HVAC Maintenance & Repair Services contract between the City of Marysville and D.K. Systems for a contract price of \$75,000.00.

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and D.K. Systems Inc., a Corporation, organized under the laws of the state of WA, located and doing business at 962 South Spruce St., Burlington, WA (the “Contractor”).

WHEREAS, the City desires HVAC maintenance and repair services; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the HVAC MAINTENANCE AND REPAIR SERVICES CONTRACT Project (the “Project”) more fully described in **Exhibit A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract is for one (1) year and shall commence the date the Owner’s Notice to Proceed is issued to the Contractor. The parties may extend the term of the Contract up to three, one-year terms upon executing a written supplemental agreement. The Contract may be terminated by either party under Section 8 or another applicable provision of the Contract.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Bid Part A, **Thirty Seven Thousand Six Hundred Eighty Seven Dollars and Ten Cents (\$37,687.10)** to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this

Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding.

Department of Labor and Industries forms in compliance with Prevailing Wage requirements shall be submitted annually. Contractor shall submit an approved Intent to Pay Prevailing Wages form upon contract execution before any payment can be made. An Affidavit of Wages Paid form must be filed annually at the end of each contract year for all work completed within that contract year. Contractor will pay all fees associated with filing the forms. If any work is subcontracted on a project, Intent to Pay Prevailing Wages and Affidavit of Wages forms must be submitted by each subcontractor annually. The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) D.D. (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, JR Myers, and shall be administered for the Contractor by the Contractor's Contract Representative, **Darron Drake**. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: JR Myers
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

To Contractor: D.K. Systems, Inc.
PO Box 886 / 962 S. Spruce St.
Burlington, WA 98233

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations,

representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this 28th day of February, 2019.

D.K. Systems, Inc.

By:  _____
Darron Drake
Its: President

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

ATTACHMENTS:

- Proposal of Contractor
- Technical Specifications

Exhibit A
Scope of Work and Contract Documents.

Provide HVAC maintenance and repair services for City of Marysville facilities.

Incorporated Contract Documents:

The following are incorporated by reference and the Project shall be completed in conformance therewith:

1. Contractor's Proposal/Bid Form
2. All provisions required by law whether set forth and reproduced herein or not

The Contract Documents are complementary, but specific federal and state requirements and the terms of the Contract supersede other inconsistent provisions.



CITY OF MARYSVILLE

**HVAC Maintenance & Repair Services
Bids Due: 01/31/2019
Site Inspection Tour Required to Bid**

**Contract Documents
Small Works Project
(under \$300,000)**

A. INVITATION TO BID

Notice is hereby given that bids (also referred to herein as “quotes”) for a one year contract to supply HVAC Maintenance & Repair Services, as more specifically described in **Section E** of the Contract Documents, will be received by email, jrmyers@marysvillewa.gov, or hand delivery to the City of Marysville (also referred to herein as “City” or “Owner”), Attn: JR Myers, 80 Columbia Avenue, Marysville, Washington 98270, (360) 363-8100, until 10:00 a.m., Thursday, January 31, 2019.

All bids must be submitted no later than 10:00 a.m., Thursday, January 31, 2019 and must be clearly marked with the bid name. Questions on bidding procedures regarding this bid may be directed to JR Myers, Solid Waste/Support Services Supervisor at (360) 363-8173, and technical questions regarding this bid may be directed to Mike Lewis, Facilities Maintenance Worker II, at (360) 363-8254. The engineer’s estimate for the annual bid amount is \$50,000.

Only firm bids will be accepted, and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw its bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest responsible bidder.

SITE INSPECTION

Bidders are required to make a physical inspection of property. A prebid tour will be conducted beginning at the Public Works Administration Bldg. at 80 Columbia AVE, Marysville WA 98270. On Thursday January 24, 2019 starting at 08:30 a.m. Call (360) 363-8277 if you need driving directions. **Attendance at the prebid tour is mandatory.**

**Notice to City Clerk
Small Works Roster Solicitation
No Legal Requirement to Advertise**

B. BID SUBMITTAL

B.1 OFFER

Each bidder is required to read and understand all information in the Contract Documents and specifically information provided in Section C Information For Bidders and by submitting its bid certifies that it has done so. All sections and information must be completely and legibly filled out in all fields B.1 – B.6 in order for the bid to be considered by the City.

By submitting its bid, the bidder offers to furnish materials, equipment and services in compliance with all terms, conditions, and specifications set forth in the Small Public Works Contract and Contract Documents, **Sections A-G.**

The undersigned hereby accepts the terms and conditions as set forth in the Contract Documents. **The bid must be signed and dated by the bidder's legally authorized representative.**

FULL LEGAL NAME OF COMPANY D.K. Systems, Inc.

TYPE OF BUSINESS Corporation Partnership (general)
 Partnership (limited) Sole Proprietorship
 Limited Liability Company


ADDRESS PO Box 996

CITY/STATE/ZIP Burlington, WA 98233

EMAIL ADDRESS darron@dksystemsinc.com

PHONE 360-755-1555 FAX 360-770-0950

NAME (PLEASE PRINT): Darron Drake TITLE President

SIGNED  DATE 1-30-19

B.2 BID PRICE SHEET

Responder agrees to provide the service in compliance with the scope of work described in this solicitation for the following fixed prices as indicated below. Having carefully examined the specifications for HVAC MAINTENANCE AND REPAIR SERVICES Contract prepared by the City and having familiarized itself with the premises and conditions affecting the work, the successful bidder proposes to perform all work required for the following amounts.

BID AWARD:

Determination of low bidder will be made on the basis of 'Total Part A plus Total Part B'. Note – The bid price sheet below reflects the Total **Annual Bid Amount**:

PART A – ANNUAL PREVENTATIVE MAINTENANCE BID

Building	Location		Quarterly Bid Amount	Total Annual Bid Amount
Public Works Administration Bldg.	80 Columbia Ave	Marysville, WA	\$1,054.00	\$4,216.00
Public Works Maintenance Bldg.	72 Columbia Ave	Marysville, WA	\$208.00	\$832.00
Waste Water Treatment Maintenance Bldg.	60 Columbia Ave	Marysville, WA	\$303.50	\$1,214.00
Waste Water Treatment Effluent Pump Station	60 Columbia Ave	Marysville, WA	\$ 73.50	\$294.00
Waste Water Treatment Sand Filter Structure	60 Columbia Ave	Marysville, WA	\$ 221.50	\$886.00
Waste Water Treatment Lab Bldg	20 Columbia Ave	Marysville, WA	\$ 565.00	\$2,260.00
Waste Water Treatment Old Lab Bldg.	20 Columbia	Marysville, WA	\$30.00	\$120.00
Solid Waste Maintenance Bldg.	68 Columbia Ave	Marysville, WA	\$100.50	\$402.00
CD Construction Bldg.	60 State Ave	Marysville, WA	\$303.50	\$1,214.00
Senior Center Building	514 Delta Ave	Marysville, WA	\$294.00	\$1,176.00
Municipal Court Bldg.	1015 State Ave	Marysville, WA	\$738.50	\$2,954.00
City Hall	1049 State Ave	Marysville, WA	\$913.50	\$3,654.00
Police Evidence Building	1635 Grove Street	Marysville, WA	\$68.50	\$274.00
Public Safety Building	1635 Grove Street	Marysville, WA	\$1150.00	\$4,600.00
Parks Administration Office	6915 Armar Rd	Marysville, WA	\$140.00	\$ 560.00
Parks Maintenance Building	6915 Armar Rd	Marysville, WA	\$ 50.00	\$ 200.00
Parks Barn	6915 Armar Rd	Marysville, WA	\$ 50.00	\$ 200.00
Municipal Golf Course Maint. Bldg.	6180 84th Street	Marysville, WA	\$ 105.50	\$ 422.00
Municipal Golf Course Pro Shop	6180 84th Street	Marysville, WA	\$ 111.50	\$ 446.00
Municipal Golf Course Restaurant	6180 84th Street	Marysville, WA	\$ 425.50	\$1,702.00
Stilly Water Filtration Plant	17906 43rd Ave	Arlington, WA	\$ 572.00	\$2,288.00

Edward Springs	614 Lakewood	Marysville, WA	\$100.50	\$402.00
Delta Building	601 Delta	Marysville, WA	\$ 220.50	\$882.00
Sunnyside Treatment Plant		Marysville, WA	\$ 239.00	\$956.00
North Annex Building		Marysville, WA	\$ 103.50	\$414.00
Police Annex Building		Marysville, WA	\$ 55.50	\$222.00
Water Resources Portable Bldg.	20 Columbia Ave	Marysville, WA	\$ 55.50	\$222.00
Rotary Ranch Bldg.		Marysville, WA	\$ 55.50	\$222.00
Opera House	1225 3 rd Street	Marysville, WA	\$ 263.50	\$1,054.00
Vactor/Sewer & Storm Maintenance Modular	60 Columbia North	Marysville, WA	\$ 56.00	\$224.00
SUBTOTAL			\$ 8,628.00	\$34,512.00
9.2 % TAX				\$3,175.10
TOTAL PART A BID				\$37,687.10

PART B – AS NEEDED ON-CALL /NON-EXCLUSIVE (TASK ORDER) REPAIR AND NEW INSTALLATION SERVICES (UNIT PRICE BID)

Provide fixed labor rates including markup for materials for repair services.

Unit bid rates include full labor, benefits, and all overhead operating expenses.

Repair and New Installation Services (Unit Price Bid)

Write in hourly labor rate below

									TOTAL PART B BID
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	
\$130.00	\$170.00	\$195.00	\$90.00	\$125.00	\$160.00	\$130.00	\$170.00	\$195.00	\$1,365.00

Markup for materials, equipment, software, and system components not included in annual preventative maintenance contract price: _____ 30 %

TOTAL BID (PART A PLUS PART B)	\$39,052.10
---------------------------------------	--------------------

COMPANY NAME: D.K. Systems, Inc.

SIGNATURE OF AUTHORIZED AGENT OR OWNER: 

TITLE: President DATE: 1-30-19

B.4 REFERENCES

Names of references for which contracts were/are held, starting with the most recent.

1. Company Name: City of Everett
Address: 3200 Cedar Ave. #5 / PO Box 12130, Everett, WA 98201
Contact Person: Jeff Harris - Facilities/Property Management
Telephone: 425-512-6167
Email: jeharris@everettwa.gov

2. Company Name: Port of Edmonds
Address: 336 Admiral Way, Edmonds, WA 98020
Contact Person: Brian Menard - Facilities MTC Manager / Chris Osterman
Telephone: 206-618-1460 / 425-673-2008
Email: bmenard@portofedmonds.org / ap@portofedmonds.org

3. Company Name: City of Edmonds
Address: 7110 - 210th St. SW, Edmonds, WA 98026
Contact Person: Thom Sullivan - Facilities Manager
Telephone: 425-275-4515
Email: Thom.Sullivan@edmondswa.gov

B.5 SUPPLEMENTAL INFORMATION

Bidder shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Describe your overall service capabilities in the performance of contractual requirements.

See Attached

CONTRACTOR WAREHOUSE: Bidder shall indicate below the warehouse location at which material, equipment or supplies will be stored.

ADDRESS: 962 S. Spruce St.
Burlington, WA 98233

PHONE: 360-755-1555
CONTACT: Torrey Kyle - Warehouse



HEATING ■ AIR CONDITIONING ■ REFRIGERATION
DESIGN ■ CONTROLS ■ SERVICE ■ MAINTENANCE
LIC. # DKSYSI*982L1

D.K. Systems, Inc
P.O. Box 886 / 962 S. Spruce St.
Burlington WA 98233

Office: (360) 755-1555
Fax: (360) 588-2418
www.dksystemsinc.com

January 29, 2019

About D.K. Systems, Inc.

D.K. Systems, Inc. was a start-up company back in May 8th 2002. We provide Design, Construction, Controls and Maintenance/Services for HVAC systems. Through the years we have more than tripled in growth – maintaining a strong core through economic downturns. We employ highly educated, skilled & licensed Journeyman Technicians and Sheet Metal Installer/Fabricators. Our service department operates at top levels for schedules, estimates, repair work and maintenance contracts. Every Service Technician is licensed in the HVAC-Refrigeration industry and completes Continuing Education Credits each year to maintain their Licenses and knowledge in the advancing technology in the field.

We are always looking for more efficient ways to operate our company and to provide better service to our clients. Our growth over the next few years will continue focusing on more efficient and State of the art technologies to encompass the solutions we provide to our customers. Where others can't, we can.

D.K. Systems' Mission - is a simple Philosophy. Our goal is to provide Innovation, Integrity and Expertise. We provide Design, Construction, Controls and Maintenance services for Heating, Ventilation and Air Conditioning systems. We aim at becoming a preferred contractor in the HVAC industry, benchmarked by a High level of Technology Education, Excellence and Reliability.

We believe, when we provide Exceptional service and Great quality, Good things will follow. Our employees believe in going the extra mile to provide our customers with that top-notch service. Therefore, we are nothing without customers and are privileged to have them.

Opportunity for Success - We have provided customers with advanced systems to meet the changing world of Technology, from Top performing, high efficient HVAC Equipment, complete Geo Thermal Loop for innovating heating options to advanced Controls and Monitoring systems for optimal performance. We are knowledgeable in all the industries top Manufactures and Brands. A few projects that encompass this work are:

- **Swinomish Indian Tribe Hotel and Casino**
- **Stillaguamish Indian Tribe – Natural Resources**
- **Puget Sound Kidney Centers**
- **MJR Development – Multiple High Rise Office Buildings**
- **City of Everett – Multiple Government Facilities**
- **Heritage Bank**
- **Skagit Regional Medical Center**

It is with great pleasure to present our company and our staff to meet your project needs with the upmost satisfaction.

B.6 LIST OF SUBCONTRACTORS

The Bidder shall provide a list of all subcontractors proposed to work under this contract. Only first-tier subcontractors need to be listed – the Bidder is not required to list second tier or lower subcontractors.

Electrical (as described in RCW 19.28)

- No work proposed
- Subcontractor: _____
- Prime contractor is licensed by the State of Washington as an electrical contractor, and plans to perform the work.

Check all that apply: MBE WBE

Other Subcontractors whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.

	Subcontractor Name	Type of Work	Approx. Value
	N/A		

END OF BID SUBMITTAL SECTION

C. INFORMATION FOR BIDDERS

C.1 GENERAL

The information provided by the City is not intended to be a substitute for the independent verification by the bidder as to the site conditions. Bidder acknowledges that there has been no reliance on City furnished information regarding site conditions in preparing and submitting its bid.

The successful bidder shall be expected to execute a contract to conduct the work in accordance with the terms and conditions of the Contract Documents.

The successful bidder will be required to sign the Small Works HVAC Maintenance, Repair, and New Installation Contract, Indemnification Addendum, and all Addenda.

Bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

The City of Marysville, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions on bidding procedures regarding this bid may be directed to JR Myers, Solid Waste/Support Services Supervisor, at (360) 363-8173, and technical questions regarding this bid may be directed to Mike Lewis, Facilities Maintenance Worker II, at (360) 363-8254.

C.2 QUOTE SUBMITTAL

A complete quote that includes section B.1- B.6 must be completely filled out and submitted to/at 80 Columbia Avenue Marysville WA 98270, Attn: JR Myers. HVAC Quote must be received by the deadline stated in the Invitation to Bid. Quotes may be scanned and emailed to jrmyers@marysvillewa.gov, or hand delivered. It is the bidder's responsibility to make sure that a quote is received by the deadline. Quotes received after the deadline will not be considered.

Only firm quotes will be accepted, and the City reserves the right to reject any or all quotes or waive any irregularities and informalities in the quotes submitted and accepted by the City. The bidder may not withdraw its quote after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City of Marysville reserves the right to reject any and all bids and to waive irregularities in the

bid or the bidding and to award the bid to the lowest responsible bidder. No bid bond is required.

Pursuant to RCW 39.04.350, if the City determines a bidder not to be responsible, the City will state those reasons in writing. The bidder must appeal that determination within 5 business days by presenting additional information to the City. The City will consider the additional information prior to issuing a final determination. If the final determination affirms that the bidder is not responsible, the City may not execute a contract with any bidder until 2 business days after the bidder determined not to be responsible has received the final determination.

C.3 TAXES AND FEDERAL EXCISE TAX

It is incumbent on the bidder to indicate in its quote if Washington State sales tax applies. Washington State sales tax shall be shown as a separate line on the Bid Price Sheet. The City of Marysville, as a municipal corporation of the State of Washington, is exempt from federal excise tax, and such taxes shall not be included in bid prices. The City of Marysville agrees to furnish Contractor, upon acceptance of articles supplied under this Contract, with an exemption certificate, if necessary

C.4 TERM OF CONTRACT

This bid is to establish a maintenance, repair and new installation services agreement for an initial term of **One (1) year** commencing the date the Owner's Notice to Proceed is issued to the Contractor. The parties may extend the term of the agreement up to three, one-year terms upon written agreement. The following apply to the Term of the Contract:

- A. If during the term of this Contract the Contractor violates any of the provisions of this Contract or fails to properly provide the services required by this Contract, the City shall advise Contractor of specific deficiencies and shall allow a reasonable period (30 days unless otherwise agreed) to correct these deficiencies to the City's satisfaction.
- B. In the event Contractor fails to correct deficiencies in the allotted time or to perform duties as required under this Contract, the City shall have the right to terminate this Contract on 30 days written notice to the Contractor.
- C. The successful bidder shall be prepared to begin the specified work, as directed by the Owner's Notice to Proceed and when all requirements have been met as referenced in C.16 Commencement of Work.

C.5 OVERHEAD AND PROFIT

The amounts in the Bid Price Sheet shall include all overhead, profit, travel, bonds, insurance, and all other expenses involved in performing the Contract requirements.

C.6 OFFER

The successful bidder agrees that its bid constitutes an offer to the Owner, which shall be binding for 60 days from the date of the bid opening. If the bid is accepted, the successful bidder agrees to sign the Contract and provide required forms as referenced in section C.16 within ten (10) calendar days of the receipt from the Owner of the Contract forms.

C.7 LICENSE/QUALIFICATIONS

The successful bidder certifies that at the time of submitting its bid and throughout the period of the Contract, it will remain licensed by the State of Washington to perform the required work. The successful bidder further certifies that it is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage the work. The successful bidder further agrees to provide upon the request of the Owner all information related to its qualifications and those of its key personnel. The Contractor shall hold a business license to work in the City of Marysville.

C.8 NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

The Contractor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Contractor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

C.9 CONFLICT OF INTEREST

The successful bidder certifies that its bid is in all respects fair and is made without collusion on the part of any person, firm or corporation that is a party to this bid process and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

C.10 PREVAILING WAGE REQUIREMENTS

The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County. The latest prevailing wage rates can be found here:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

No payment will be made under this Contract until the Contractor has submitted a "Statement of Intent to Pay Prevailing Wages" (F700-029-000) that has been approved by the industrial statistician of the Department of Labor and Industries. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid."

The City shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Awarded Contractor annually. In order to calculate the change in prevailing wages due to the Awarded Contractor, the Awarded Contractor shall provide to the City a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits).

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

C.11 INFORMATION FOR CONTRACTOR

Contractor shall inspect the specified work sites and review the scheduled list of equipment and the related maintenance specifications to satisfy itself as to the location of the equipment, its physical condition, and surrounding conditions before each project. If the Contractor finds facts or conditions which appear to be in conflict or omitted from the Contract Documents, it shall notify the Owner in writing as to the apparent deficiencies.

The submission of the bidder's quote shall constitute acknowledgement that the bidder has thoroughly reviewed the Contract Documents, that the bidder understands the conditions normally encountered and recognized as inherent in the requested work, and that the bidder agrees that all data and information requisite to the fulfillment of the work has been made available.

The information provided by the Owner is not intended to be a substitute for the independent verification by the Contractor as to the site conditions for each project the

Contractor may work on. Contractor acknowledges that there has been no reliance on Owner furnished information regarding site conditions in preparing and submitting the quotes.

C.12 GENERAL PROVISIONS.

A. Hours of Work, Notification, and Service Response Time.

All preventive maintenance, repair, and new installation work except as otherwise noted under this agreement shall be performed during regular hours defined as 7:00 AM to 4:00 PM Monday through Friday inclusive, and excluding City scheduled holidays. The Contractor shall have 24-7 monitored on-call phone service that is answered by an employee of the company or a hired on-call service representative. Pagers and answering machines are not acceptable. The following service response requirements shall be provided:

1. Standard Service Repair Calls:

The Contractor shall respond on site in the City of Marysville to all standard service repair calls within a maximum of 4-hours from the time the service call is made to the Contractors home office, cell phone or answering service during regular hours defined as 7:00 AM to 4:00 PM Monday through Friday inclusive, and excluding City scheduled holidays.

2. Emergency Service Repair Calls:

The Contractor shall respond on site in the City of Marysville to all emergency service repair calls within a maximum of 2-hours from the time the service call is made to the Contractors home office, cell phone or answering service 24 hours per day, 365 days per year. It is at the City's discretion to determine what is and what constitutes an emergency service call.

B. Quotes.

Contractor shall provide a quote for all City requested repair and new installation work, other than repair work that is the Contractor's responsibility under Subsection E.10 3 of the Specifications, using the unit rates as bid in section B.2 Part B. If a quote price is satisfactory to the City, then the City will issue a Purchase Order authorizing the work to be completed by the Contractor. If a quote is not satisfactory to the City then the City reserves to right to solicit other quotes from competitor Contractors and award the work to other competitor Contractor whose quote is lowest for all repair and/or new installation service work.

All repair and/or new installation work that exceeds the total amount of \$34,999.00, including tax, for the one year Contract term or for any one year Contract extension will be competitively bid outside of this Contract.

C. Background Checks.

Contractor must submit all employees and sub-contractor employees to a full Washington State Patrol background check including fingerprinting at their own expense. Contractor employees and sub-contractor employees must pass this background check to the satisfaction of the City before work can be performed by said employees within City property.

D. Uniforms and Identification.

Contractor and sub-contractor employees must carry picture identification on their person and wear a uniform with the Contractors company name clearly displayed on the uniform while performing work on City property.

E. Debris.

All debris generated by the Contractor will be confined to the work zone and removed from site by the end of each working day. Parts and equipment storage areas will be kept clean and organized. Old used parts, packaging, and miscellaneous debris must be removed from site by the end of each working day.

F. City Owned Equipment and Materials.

All prints, plans and drawings that are furnished by the City for use by the Contractor will be returned to the City when requested and at the conclusion of the Contract. These items are owned by the City of Marysville and will remain on the premises in their respective buildings or other convenient place designated by the City. The City will not loan equipment or tools to the Contractor for their use on City projects. The Contractor will be required to provide all equipment and tools such as, but not limited to lifts, ladders, and vehicles.

G. Employees of Contractor to be Satisfactory.

Contractor agrees all work shall be performed by and under the supervision of skilled, experienced maintenance service and repair persons directly employed and supervised by Contractor. Any and all employees performing work under this Contract shall be satisfactory to Owner, and if not, shall be replaced by the Contractor.

H. Contractor to Comply with Laws.

In the performance of this Contract, the Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is being performed.

I. Owner's Right to Inspect and Require Work.

Owner reserves the right to make such inspections and tests whenever necessary to ascertain the requirements of this agreement are being fulfilled. Deficiencies noted and agreed to by the Contractor must be promptly corrected at Contractor's expense.

If Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, Owner may, after 10 days' written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees it will reimburse Owner for any expense incurred therefore, and Owner may deduct the amount expended from any sum owing Contractor. The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. A qualified HVAC Maintenance Specialist acceptable to both parties may be retained by Owner to mediate disputes.

J. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by the City.
- C. A copy of the Contractor's Intent to Pay Prevailing Wages has been provided to the City of Marysville.
- D. The Contractor has a City of Marysville Business license and UBI number.
- E. Confirmation of a current L&I contractor's license.

These conditions must be met within ten (10) calendar days of Contract execution.

K. Payment.

The Contractor shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices before the 20th of each month within thirty (30) days of receipt.

C.13 SPECIAL PROVISIONS

- A. Licenses and Permits. The Contractor must have a current City of Marysville Business License before commencement of any work. The Contractor also represents that it is a licensed, bonded and insured contractor as required by the State of Washington. Before any work is performed the Contractor must file for all applicable permits, coordinate inspections and final acceptance, and be financially responsible to pay all required fees.

- B. Facilities and Code Compliance. All HVAC maintenance, repair, and new installation work shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of the Washington State Uniform Building Codes (UBC, UMC, UPC), ASHRAE, International Fire Code, International Electrical Code and all other applicable codes that involve maintenance, repair, and installation of new HVAC systems and their associated support systems.
- C. Work Ethics. All work is to be performed in a professional and workmanlike manner at all times. No alcohol and or drugs shall be allowed or used on City property. Foul language or discriminatory remarks, demeaning gestures of any kind, loud music, and dogs will not be permitted on City property.
- D. Prevailing Wages. Contractor agrees to pay prevailing wages as required by RCW 39.12 and RCW 49.28 and to require any and all subcontractors to pay prevailing wages. Prior to project close out, Contractor will certify that prevailing wages, as required by applicable law, have been paid on the work. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Final annual payment will be made in accordance with the requirements of RCW 39.12. Current prevailing wage information is available at www.lni.wa.gov/prevailingwage.
- E. Change Orders. Equipment, buildings, or sites may be added or deleted during the course of this Contract and shall be based on the same price structure as set forth in Section B.2 of this Contract. All Contractor requested change orders shall be made in the form of a written request, submitted by the Contractor to the City for review. Contractor shall use Section B.2 Price Sheets when requested adjustments. The City will then make a written determination to approve or reject said change order prior to any action by the Contractor.
- F. Warranty and Guarantee of Work. The Contractor warrants its maintenance, repair, and new installation services work against all defects in workmanship and material for 1 year after completion, and guarantees payment of all obligations occurred in each contract term. The Contractor shall remedy any defects in its work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness. The Contractor shall extend its labor and materials warranty to match all manufacturer warranties for all equipment and materials the Contractor installs during the terms of this contract.

C.14 NOT USED

C.15 SUBCONTRACTORS

The Contractor shall perform with its own organization all of the work set forth herein for HVAC maintenance and repair services and shall sublet or assign only electrical work to a subcontractor.

C.16 COMMENCEMENT OF WORK

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by the Public Works Director or designee.
- C. A copy of the Contractor's Intent to Pay Prevailing Wages has been provided to the City of Marysville.
- D. The Contractor has a City of Marysville Business license and UBI number.
- E. Confirmation of a current L&I contractor's license.

These conditions must be met within ten (10) calendar days of the award of the Contract

D. NOT USED

E. SPECIFICATIONS

E.1 SCOPE AND INTENT: The services to be performed by the Contractor under this Contract shall consist of furnishing all labor, equipment, tools and materials in performing all operations in connection with the examination, complete preventative maintenance, repairs, and new installation of HVAC systems and equipment as outlined herein. It is to be understood that the intent of this Contract is to provide reliable, safe, and quality services at all times.

E.2 LOCATION OF WORK: All City buildings, as described in section B.2 Part A and equipment therein as referenced in Exhibit 4.

E.3 COMPETENCY OF CONTRACTOR: The importance of performing safe and satisfactory services at all times requires that services will be performed by a HVAC contractor who has satisfactorily performed examinations, complete preventative maintenance, repairs, and new installation of HVAC systems and equipment. The City requires the Contractor to complete all types of services as identified in the Contract and demonstrate that it has available under its direct employment and supervision, the necessary competent personnel who have received thorough instruction, certifications, and licenses with the State of Washington. Contractor personnel must be able to demonstrate knowledge of HVAC systems and equipment services and personal ability to maintain, repair, and install new services in a safe and professional manner.

E.4 WARRANTIES: Contractor will submit a copy to the City of all warranties within 10 calendar days from installation of items required to maintain, repair or installation of new HVAC systems and components. Unless otherwise specified, The Contractor warrants his maintenance, repair, and new installation services work against all defects in workmanship and material for 1 year after completion, and guarantees payment of all obligations occurred in this project until final acceptance of the work, and for one year thereafter. All materials or equipment provided shall be new, unused, and of the latest model or design and of recent manufacture. In the event of conflict between a provision of a warranty and a provision of these Contract Documents, the provision that affords the City maximum benefits shall prevail. The Contractor shall extend its labor and materials warranty to match all manufacturer warranties for all equipment and materials the Contractor installs during the terms of this contract.

E.5 HAZARDOUS MATERIALS DISPOSAL: The Contractor shall comply with all City codes and requirements including Department of Ecology (DOE) and Puget Sound Clean Air Agency (PSCAA) requirements for disposal of hazardous materials. The Contractor shall contact the required agencies for proper disposal procedures.

E.6 PROJECT COORDINATION: The Contractor shall consult with the Owner to determine any particular scheduling or coordination conditions which may arise during the period in which the work is to be conducted. The Contractor shall coordinate planning and scheduling of the work to minimize disruption to the Owner. The Contractor shall coordinate scheduling, permitting, project mobilization, parking, material and equipment storage areas, site safety plan, and all related processes required for completing the work.

The Contractor shall coordinate all work required of subcontractors to assure efficient and orderly sequence of required work elements. The Contractor shall verify that the elements of interrelated operating equipment are compatible to insure proper operation of equipment as a system.

E.7 PROJECT COORDINATION: The Contractor shall prepare and submit a Preventative Maintenance Plan and Schedule within thirty (30) calendar days following award of the Contract. The Preventative Maintenance Plan and Schedule shall include a separate horizontal time scaled bar chart for each site as listed in section B.2 Part A and shall identify the duration for completing each building and when each building quarterly maintenance will be performed on an annual basis. The Owner shall review and return the plan and schedule with comments as appropriate within seven (7) calendar days after receipt. If required, the Contractor shall resubmit the plan with changes within seven (7) calendar days for final approval. The plan and schedule shall be updated within (7) calendar days as required when changes in the contract and/or work related to buildings have been made.

E.8 REPORTING: The Contractor shall meet with the Public Works Manager or designee quarterly to review the Inspection Report Forms Exhibits 1 & 2 for routine maintenance and repair services performed. Contractor shall also provide Exhibit 4 forms with initials and dates for when equipment was inspected and serviced. These meetings shall take place within 2-working days after completing each quarterly maintenance cycle or at completion of a repair or new installation project. Reports forms shall be in accordance with the formats indicated in Exhibits 1, 2, and 3 of this Contract or as otherwise approved in writing by the Public Works Manager or designee.

E.9 FACILITIES: Contractor shall confine operations to designated storage and defined work areas. All work areas shall be kept clean and orderly. All safety procedures and codes to insure safety of all site personnel shall be implemented by the Contractor.

Contractor materials and activities shall not block any exit unless otherwise arranged or impair floor to floor fire separation while the building is normally occupied. No flammable liquids or compressed gases shall be used by the Contractor, except as allowed for under Fire Department permit.

The Contractor shall store all equipment and materials neatly, when not in use or until utilized, in areas set aside for storage, and suitably protected from damage. The Contractor shall not store Owner furnished material and equipment for use in conducting the work at offsite storage sites without the Owner's prior approval of the designated storage area and related security provisions.

The Contractor shall provide for public protection as required by law and ordinance suitable barriers, safety guard and warnings in conducting all maintenance and service work. All required warning signs, barricades, and other temporary apparatus necessary for proper completion of the work shall be furnished by the Contractor.

E.10 MAINTENANCE AND SERVICE PROCEDURES:

1. The Contractor shall perform maintenance and repair services on all equipment listed in Exhibit 4. The Contractor shall perform maintenance and service procedures as directed in this Contract and for specific individual equipment listed in Exhibit 3 and on the frequencies indicated.
2. The Contractor shall provide complete maintenance services on a quarterly schedule that routinely and systematically examines, cleans, lubricates, adjusts, performs diagnostics, programs, checks pressures, replace belts and filters, wash all filters including filters in jail facility, and maintains the equipment as outlined in this Contract.
3. The Contractor shall perform repair and new installation work either scheduled, on a standard service repair call, and/or emergency service repair call, when requested by a City representative, as conditions warrant, and as authorized by a Purchase Order issued by the City; provided, however, that the Contractor shall repair and/or replace at its own expense equipment and components required in the preventative maintenance program of this Contract that are damaged, fail, or are consumed, except for the following:
 - A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, their employees, subcontractors, servants or agents, or other causes including vandalism, equipment alteration, hurricane, earthquake, theft, sabotage, fire, water damage, accident, acts of God, labor disputes or other related damage beyond the Contractor's control, except for normal use.
 - B. A guarantee of room conditions or system performance, unless improper conditions or performance are directly attributable to improper service, repair, or maintenance of the equipment by the Contractor.
 - C. Water treatment unless specifically included as part of this specification.
 - D. Repairs or replacement of components made necessary as a result of electrical power failure, low voltage conditions, fault currents, low or high water pressures, or freezing weather.
 - E. The inspection, maintenance, repair or replacement of non-maintainable components, including castings, heat exchanger shells, tube bundles, valve bodies, coils, structural supports, storage tanks, main electrical service, piping, duct work, boiler shell and tubes, cabinets, boiler refractory material, and other similar items.
 - F. The inspection, maintenance, repair or replacement of motor starting equipment and interconnecting power wiring, unless specifically included in this Agreement.
 - G. Repairs or service required as a result of problems caused by utility services needed for the operation of the equipment in this Agreement.
 - H. Repairs or service required as a result of problems caused by the failure, misadjustment, or deficiencies in other equipment not specifically included in this specification.
 - I. Structural alterations to the building or premises that affect the operation and/or performance of the equipment under this Agreement.
 - J. Responsibility for the design of existing equipment systems.
 - K. Equipment that becomes non-repairable due to unavailability of replacement parts, or support by the manufacturer.

- L. Repair or replacement of communication, life safety, fire alarm systems, telephone instruments, alarm signals, smoke detectors, and related systems and devices that may be interconnected with the equipment under this Agreement.

4. When, corrective action is the responsibility of the Contractor as provided in Subsection E.10 3 above, the Contractor shall proceed immediately to contact a City representative to make (or cause to be made) replacements, repairs, and corrections and provide a completed Exhibit 2 form. When such work is determined not to be the Contractor's responsibility, the City may request that Exhibit 2 be prepared and immediately delivered to the Owner for further action, unless a safety or potential safety problem exists, in which case the Contractor shall immediately correct the problem at the least expense possible to the Owner.

5. In performing work under this Contract, the Contractor agrees to provide parts recommended by the equipment manufacturer for replacement or repair and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the Owner.

Parts and equipment requiring repair shall be replaced or rebuilt to "as new" condition. No parts or equipment covered under this Contract may be permanently removed from the jobsite without written approval by the Owner. This does not include renewal parts stocked on the job by Contractor which shall remain its sole property until installed for use on the equipment.

6. Special Maintenance Conditions

- A. The Contractor shall use Exhibit 4 equipment list as a preventive maintenance work log and initial and date each entry on the list and provide a copy to the Public Works Manager or designee at completion of each quarterly cycle. This log shall be submitted along with Exhibit 1 forms.
- B. State and/or City inspection fees shall be paid by the Contractor. Fees for reinspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.
- C. Contractor shall maintain information contained in Exhibit 4. Contractor shall validate current information and add data when discovered for existing equipment and add data for new equipment when installed.

7. Summary of Work for Preventive Maintenance

The Contractor shall provide all supplies, materials, labor, labor supervision, tools, equipment, including test equipment, subcontracted technical assistance, and lubricants necessary to provide full preventative maintenance for all HVAC systems, refrigeration compressors and associated hardware and software as described within this Contract, more specifically for equipment listed in Exhibit 4, and as specified in Exhibit 3, and as required below:

- A. The Contractor shall provide all maintenance and monitoring services to keep the temperature control systems (including drive units, hardware/software, PC hardware/software systems, and modems), heating cooling and ventilation systems,

- and refrigeration compressors in optimum operating condition in accordance with manufacturer specifications and building temperature control requirements.
- B. The Contractor shall not be relieved of all responsibility for properly estimating the cost of performing the services required to meet the requirements of these specifications because of failure to investigate the conditions or become familiar and acquainted with all of the HVAC equipment, refrigeration compressors, and associated hardware and software information concerning the maintenance and service to be performed.
 - C. The Contractor shall check filters quarterly and furnish, replace, and/or clean as needed. This includes all washable filters. Filters will be purchased and delivered to the site by the Contractor. Filter change interval shall not exceed three (3) months or as delineated by the frequency requirements of each equipment maintenance and service schedule.
 - D. The Contractor shall check V-belts or other consumable flexible drive apparatus quarterly and replace as required. Replacement belts and/or other consumable flexible drive apparatus shall be furnished by the Contractor.
 - E. The Contractor shall provide all equipment necessary to perform required work such as ladders, tools, test equipment, manlifts, and safety equipment. The City of Marysville will not loan equipment to the Contractor.
 - F. Contractor shall comply with all regulations outlined in ANSI/ASHREA Standard 62-201 Ventilation for Acceptable Indoor Air Quality.
 - G. Each quarterly cycle Contractor shall examine each piece of equipment and device to see that it is functioning properly and is in good operational condition including pressure checks.
 - H. Clean and maintain all equipment and related system components free of dust, dirt, and scale, and rust, oxidation, leaking oils or old lubricants.
 - I. Lubricate all equipment with manufacturer's specified lubricant where needed and to equipment specifications to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
 - J. Check all thermostats and make sure they are functioning properly. Adjust time clocks and setback times as required.
 - K. The Contractor shall maintain the equipment list as referenced in Exhibit 4 and provide a copy of the recorded services with each billing invoice.

END OF SPECIFICATIONS SECTION

F. NOT USED

Inspection Report Form - Routine Maintenance and Service

Contract Name _____		Contract # _____		Account Manager _____	
Building Name _____		Effective Date _____		Service Technician(s) _____	
Building Address _____		_____		_____	
_____		_____		_____	
Site Contact _____		Phone Number _____		Report Date _____	

Equipment	Model/Serial	Location	Area Served	Service Period				Comments
				1	2	3	4	

Building Comments	Task Labor Hours	Hours	
		Regular	Overtime
	Routine Service	_____	_____
	Change Filters	_____	_____
Clean Coils	_____	_____	
Emergency Service	_____	_____	

Problems (Related to Service Contract)	For the Contractor
	Submitted By _____
	Approved By _____
	For the Owner
Reviewed By _____	
Accepted By _____	

Inspection Report Form - Non-Routine Maintenance and Service

Contract Name _____	Contract # _____	Account Manager _____
Building Name _____	Effective Date _____	Service Technician(s) _____
Building Address _____		
		Requested By _____
Site Contact _____	Phone Number _____	Report Date _____

Equipment	Model/Serial	Date	Problem	Resolution	Hours	
					Regular	Overtime

Service Comments 	For the Contractor Submitted By _____ Approved By _____ For the Owner Reviewed By _____ Accepted By _____
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EXHIBIT 3

CENTRAL FAN SYSTEMS

Routine Inspection Procedures:

Frequency: Annually

1. Check and clean fan assembly.
2. Lubricate fan bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Check belts and sheaves. (Replace and adjust as required.)
5. Tighten all nuts and bolts
6. Check motor mounts and vibration pads. (Replace and adjust as required.)
7. Check motor operating conditions.
8. Inspect electrical connections and contactors.
9. Lubricate and adjust associated dampers and linkage.
10. Check fan operation.
11. Clean outside air intake screen.
12. Check and clean drains and drain pans
13. Inspect filters.
14. Check heating and cooling coils.

EXHAUST FANS

Routine Inspection Procedures:

Frequency: Quarterly

1. Lubricate fan bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check belts and sheaves. (Replace and adjust as required.)
4. Clean outside air intake screen.
5. Inspect filters. (As applicable)
6. Check humidifier. (As applicable)

EXHIBIT 3 (CONTINUED)

PUMPS

Routine Inspection Procedures:

Frequency: Annually

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required.
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Check and clean strainers and check hand valves.
8. Inspect mechanical seals or inspect pump packing. Replace and adjust as required.
9. Verify gauges for accuracy.

Frequency: Semi-Annually

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check suction and discharge pressures.
4. Check packing or mechanical seal.

TEMPERATURE CONTROL/DIGITAL MANAGEMENT SYSTEMS

Routine Inspection Procedures:

Frequency: Quarterly

1. Functionally test start/stop points.
2. Functionally test status points.
3. Verify and calibrate analog sensors.
4. Verify operation of loop points; tune as needed.

EXHIBIT 3 (CONTINUED)

TEMPERATURE CONTROL/DIGITAL MANAGEMENT SYSTEMS

Frequency: Quarterly

1. Clean interior of panels
2. Check all electrically/mechanical connections.
3. Print and clear service alarms.
4. Print status alarms.
5. Print analog log.
6. Check operation of panel modem.
7. Verify holiday schedules with owner.
8. Verify time of day schedules (all start-stops).
9. Perform battery test.
10. Perform database save onto floppy.
11. Submit logs to owner for review.

Pneumatic Systems:

12. Inspect all pneumatic tubing in automation panels for oil or water.
13. Verify pneumatic input devices calibrate PI cards.
14. Verify and calibrate pneumatic output cards.
15. Update and calibrate pneumatic output cards.

REMOTE MONITORING VIA MODEM

Routine Inspection Procedures:

Frequency: Weekly

1. Monitor all EMCS controlled building systems.
2. Five (5) on demand call ups for checks, changes and adjustments of the system.

EXHIBIT 3 (CONTINUED)

REFRIGERANT RECOVERY/RECYCLING

Refrigerant Venting Requirements:

Make every effort to eliminate, or vigorously reduce the emission of CFC, HCFC and HFC refrigerants to the atmosphere resulting from installation, operation, routine maintenance or major service on all air conditioning and refrigerating equipment. Act in a responsible manner to conserve refrigerants for continued use even when acceptable alternatives are available.

Conservation and emission reduction will be accomplished by the following operation, maintenance and service procedures:

1. Recovery equipment will be used whenever refrigerant is removed from air conditioning or refrigerating equipment. Refrigerant will never be released to the atmosphere. Refrigerant that is recovered will be reused. Recycled for reuse, reclaimed or properly destroyed.
2. Only approved recovery equipment and containment vessels will be used. Containment vessels will not be filled beyond 80% capacity. All applicable transportation standards will be complied with when shipping refrigerant containers. All mechanics will be properly trained on recovery equipment operation prior to use.
3. Notify the owner immediately upon discovery of a possible refrigerant leak. When performing a leak check, ultrasonic detection will be used whenever possible to avoid common practice of leaks checking with trace refrigerant and nitrogen.
4. Do not use refrigerants to clean system components or parts. Refrigeration system clean up will be accomplished through the use of filters and driers.
5. Take care to use clean and leak free equipment (such as gauges, hoses, and use of filters, driers, vacuum pumps and recycling equipment) during service work.
6. Employ only the latest air conditioning and refrigeration equipment enhancements, conversion refrigerants and manufacturer's recommendations, which will reduce refrigerant emissions and increase equipment-operating efficiencies.

EXHIBIT 3 (CONTINUED)

WALK-IN FREEZER/COOLER

Routine Inspection Procedures:

Frequency: Quarterly

1. Check temperatures, pressures, voltages and amperages, etc.
2. Tighten all starter terminals and check contacts for wear.
3. Check crankcase heater (where applicable).
4. Inspect evaporator and condenser fans.
5. Inspect evaporator and condenser coils
6. Lubricate fan bearings (where applicable).
7. Inspect and adjust belt alignment and tension.
8. Review equipment condition with the customer and provide recommendations for any uncorrected deficiencies.

SPLIT SYSTEM UNITS/HEAT PUMPS

Routine Inspection Procedures:

Frequency: Quarterly

1. Check temperatures, pressures voltages and amperages, etc.
2. Tighten all starter terminals and check contacts for wear.
3. Check crankcase heater (where applicable).
4. Inspect evaporator and condenser coils.
5. Inspect evaporator and condenser fans.
6. Lubricate fan bearings (where applicable).
7. Inspect and adjust belt alignment and tension.
8. Replace filters.
9. Review equipment condition with the customer and provide recommendations for any uncorrected deficiencies.

EXHIBIT 3 (CONTINUED)

PACKAGED HVAC SYSTEM WITH GAS HEAT (20 TONS AND UNDER)

Routine Inspection Procedures:

HEATING SECTION

Frequency: Quarterly

1. Check unit safety and operating controls.
2. Tighten control panel terminals.
3. Check crankcase heater.
4. Replace filters.
5. Check operation of gas train components.
6. Check burner sequence of operation
7. Check combustion blower (where applicable).
8. Lubricate combustion blower motor bearings (where applicable).
9. Visually inspect heat exchanger.
10. Check flue gas passage ways.
11. Visually check pilot flame.
12. Check operation of evaporator fan motor, starter and belts.

COOLING SECTION

Frequency: Quarterly

1. Check temperatures, pressures, voltages and amperages, etc.
2. Check unit safety and operating controls.
3. Check compressor motor megohm readings.
4. Check evaporator fan motor megohm readings.
5. Check main starter, tighten all starter terminals, and check contacts for wear.
6. Tighten control panel terminals.
7. Check crankcase heater.
8. Inspect evaporator and condenser coils.
9. Lubricate fan bearings.
10. Inspect belt alignment and tension.
11. Replace filters.
12. Report to operator any uncorrected deficiencies noted.
13. Inspect drain pan.

EXHIBIT 3 (CONTINUED)

PACKAGED HVAC SYSTEM WITH GAS HEAT (OVER 20 TONS)

Routine Inspection Procedures:

Frequency: Quarterly

1. Check unit safety and operating controls.
2. Tighten motor terminals.
3. Check crankcase heater.
4. Check damper operation. Lubricate and adjust as required.
5. Replace filters.
6. Check operation of gas train components.
7. Check burner sequence of operation
8. Lubricate combustion blower motor bearings.
9. Visually inspect heat exchanger and flue gas passageways.
10. Check operation of evaporator fan motor, starter and belts.
11. Check operating log of temperatures, pressures, voltages and amperages, etc.
12. Check compressor motor megohm readings.
13. Check main starter; tighten all starter terminals.
14. Inspect evaporator and condenser coils.
15. Lubricate fan bearings.
16. Inspect and adjust belt alignment and tension (replace if required).
17. Inspect drain pan.

GAS FURNACES

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Replace air filters.

Frequency: Annual - fall

1. Lubricate blower.
2. Inspect and lubricate draft fan and verify proper operation.
3. Inspect combustion chamber.
4. Check integrity of heat exchangers.
5. Check igniter or pilot light and safety.
6. Clean draft fan.
7. Inspect burner condition.
8. Inspect combustion air openings for obstructions.
9. Clean combustion chamber and check for possible cracks and /or rusting.

EXHIBIT 3 (CONTINUED)

WATER COOLER

Routine Inspection Procedures:

Frequency: Quarterly

1. Clean basin, enclosure and bubbler.
2. Check compressor and evaporator for proper operation.
3. Check and verify water temperature is as specified by manufacturer.

ELECTRIC HEATERS/BASEBOARD

Routine Inspection Procedures:

Frequency: Quarterly

1. Inspect and check contactors.
2. Inspect heating elements.
3. Clean heating elements and test for proper operation.
4. Check fan for proper operation (if applicable).

GAS UNIT & RADIANT HEATERS

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Lubricate blower.
3. Inspect and lubricate draft fan and verify proper operation.
4. Inspect combustion chamber.
5. Check integrity of heat exchangers.
6. Check igniter or pilot light and safety.
7. Clean draft fan.
8. Inspect burner condition.
9. Inspect combustion air openings for obstructions.
10. Clean combustion chamber and check for possible cracks and /or rusting.

EXHIBIT 3 (CONTINUED)

PACKAGED TERMINAL HEAT PUMP

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Clean exposed surfaces of units & replace air filters.
3. Vacuum clean coils and inside of cabinets.

EXHIBIT 4

PUBLIC WORKS ADMINISTRATION BLDG. - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		PTHP-1	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-07	Exterior wall of Bldg	Washable						208	1	
		PTHP-2	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-07	Exterior wall of Bldg	Washable						208	1	
		PTHP-3	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-12	Exterior wall of Bldg	Washable						208	1	
		PTHP-4	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-5	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-6	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-7	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-8	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-21	Exterior wall of Bldg	Washable						208	1	
		PTHP-9	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-10	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-12	Exterior wall of Bldg	Washable						208	1	
		PTHP-11	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		HP-1	1	Heat Pump	Trane	Heat Pump	TWE018C	Mens bathroom	20X20X1 (1)						208	1	1/8
		CU-1	1	Condensing Unit	Trane	Condensing Unit	TTRO36C100A3	Exterior of Bldg	None		36.5	24.0			208	1	1/4
		CU-2	1	Condensing Unit	Trane	Condensing Unit	TTRO18D100A1	Exterior of Bldg	None		18.7	13.4			208	1	1/8
		CU-3	1	Condensing Unit	Trane	Condensing Unit	TTRO30C100A	Exterior of Bldg	None		31.2	21.9			208	1	1/5
		CU-4	1	Condensing Unit	Trane	Condensing Unit	TTRO36C100AO	Exterior of Bldg	None		35.6	24.0			208	1	1/4
		CU-5	1	Condensing Unit	Trane	Condensing Unit	TTRO18D100A2	Exterior of Bldg	None		35.6	24.0			208	1	1/4
		CU-6	1	Condensing Unit	Trane	Condensing Unit	TTRO30C100A	Exterior of Bldg	None		31.2	21.9			208	1	1/5
		CU-7	1	Condensing Unit	Trane	Condensing Unit	TTRO30C100A3	Exterior of Bldg	None		31.2	21.9			208	1	1/5
		CU-8	1	Condensing Unit	Trane	Condensing Unit	TTRO36D100A3	Exterior of Bldg	None		35.6	24.0			208	1	1/4
		F-1	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	1160			60	47	115	1	1/3
		F-2	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	648			60	32	115	1	1/5
		F-3	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	1053			60	32	115	1	1/3
		F-4	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	1160			60	47	115	1	1/3
		F-5	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X25X2(1)	1160			60	47	115	1	1/3
		F-6	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X20X2 (1)	1160			60	47	115	1	1/3
		F-7	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X20X1 (1)	1160			60	47	115	1	1/3
		F-9	1	Furnace	Trane	Furnace	TUD080C948			1319			80	64	115	1	1/3
		F-10	1	Furnace	Trane	Furnace	TUD060C936			1160			60	47	115	1	
		EF-1	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-210			106					115	1	
		EF-2	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-3	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-4	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-5	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-6	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-7	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EWC-1	1	Electric Water Cooler	Haws	Water Cooler	HCF5	2nd Floor							115	1	

PUBLIC WORKS MAINTENANCE BLDG. - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		RH-1	6	Gas Radiant Heater	Wondair	Approx 40' Long		Ceiling									
		AC-1	7	Thru Wall A/C	Whirlpool			Ext Wa	Washable								
		EF-1	1	Inline Exh Fan	Air Performance			In Ceiling Over RR									
		EF-2	1	Ceiling Exh Fan				Locker / Shower									
		EWC-1	1	Electric Water Cooler				Hallway									
		HP-1	1	Pkg'd	Trane	2 Ton		Rooftop	20X20X1								
		RH-1	2	Gas Radiant Heater				Auto Shop									
		UH-1		Unit Heater	Reznor	Natural Gas	F200E	Auto Shop									
			1	HEAT PUMP	mitsubishi	MULTI ZONE	MXZ-8B48NA	OUTDOOR							208	1	
				UPSTAIRS CROSS UNIT			PLAA18BA4	DAYROOM	Washable								
				UPSTAIRS WALL UNIT			M52GE06NA	OFFICE	Washable								
				UPSTAIRS WALL UNIT			M52GE06NA	OFFICE	Washable								
				DOWNSTAIRS WALL UNIT			M52GE06NA	PURCHASING	Washable								
				DOWNSTAIRS WALL UNIT			M52GE-18NA	TRAFFIC SIGNAL	Washable								
				OUTDOOR UNIT	mitsubishi		PUYA24NHA4	TRUCK BAY	Washable						208		
				INDOOR UNIT	mitsubishi		PKAA24KA6	TRAFFIC SIGNAL	Washable								
				HEAT PUMP	TRANE SPLIT SYSTEM		6AM5B0C48M	INDOOR	(2)20X20X1						208	1	
				HEAT PUMP	TRANE SPLIT SYSTEM		4T2A3048B3000BB	OUTDOOR									
			1	30,000 BTU GAS UNIT HEATER	REZNOR			LAWN MOWER SHOP									
			1	THRU WALL EXHAUST FAN	COOK												
			1	THRU WALL EXHAUST FAN	COOK			VEHICLE REPAIR SHOP									
			1	THRU WALL PROP FAN EXHAUST				VEHICLE REPAIR SHOP									
			1	BIG ASS CEILING FAN				VEHICLE REPAIR SHOP									

WASTE WATER TREATMENT MAINTENANCE BLDG. - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EWC-1	1	Elect Water Cooler	Elkay													
		EF-1	1	Centr Exh Fan				Rooftop	4L200 (1)									
		EF-2	1	Thru Wall Exh Fan														
		EF-3	2	Thru Wall Prop Exh Fan														
		HP-1	1		Trane		TWE036C 140B0	LOFT INSERT	20X20X1 (1)		3 TON					208	1	
		HP-2	1		Trane		TWE036C 140B0		20X20X1 (1)							208	1	
		CU-1	1		Trane		2TWB0036A10A									208	1	
		CU-2	1		Trane		2TWB0030A100A				2 1/2 TON					208	1	
		UH-1	1	Elec Unit Heater	Taskmaster													
		RH-1	6	Elec Radiant Heater				Svc Bay Ceiling										

WASTE WATER TREATMENT EFFLUENT PUMP STATION - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	1	Exh Fan				Rooftop	4L250 (1)									
		EF-2	1	Exh Fan	Greenheck	Thru Wall			A23 (1)									
		UH-1	1	Elec Unit Heater				From Wet Well										

WASTE WATER TREATMENT SAND FILTER STRUCTURE - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	1	Exh Fan	Cook	Exhaust Fan	210 ACE	Rooftop								208		
		EF-2		Exh Fan	Cook	Exhaust Fan	210ACE-210C3B	Roof										
		AHU-1	1	Airhandler	USA Coil		FHO-630-FL	MECH RM	16X20X2 (1) 20X20X2 (2)							460	3	3/4.
		AHU492A	1	Airhandler	Trane		OBOUA	MECH RM	16X20X2(4)							460	3	2
			1	Airhandler	Parker		ModesR0200									208	1	

WASTE WATER TREATMENT LAB BLDG. - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EWC-1	1	Elec Water Cooler														
		EF-1	1	Cntr Exh Fan				Rooftop										
		EF-2	1	Ceiling Exh Fan				Bathroom										
		FH-1	1	Fume Hood	Hamilton		Safe Air	Lab	20X20X1 (1)									
		CU-1	1	(HP-514)	Trane	X-B10	2TWB0024A1		20X20X1 (1)									
		CU-2	1	(Lab)	Trane	XE-1000	TWR060C100A		20X20X2 (1) 16X20X2 (1)						208			
		CU-3	2	(So Office/Break Room)	Trane		TWR018C100A		20X20X2(1)									
		CU-4	1	(HP-515)	Trane		2TWB0036A		20X20X2 (1)									
		FCU-1	1		Trane		2TWB0036A1000AA											

SOLID WASTE MAINTENANCE BLDG. - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		AC-1	1	Thru Wall A/C	LG				Washable									
		AC-2	2	Thru Wall A/C	Friedrich													
		EF-1	2	Ceiling Exh Fan				Bathroom										
			1	Elec Unit Heater				Shop										

CD CONSTRUCTION BLDG. - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		HP-1	1	Split Syst	Lennox		CB29M-31		16X20X2 (1)	1					208	1	
		CU-1	1		Lennox		HP-29-030-4P								208	1	
		EF-1	2	Ceiling Fan				Bathrooms									
		AC-1	1	Thru Wall AC	Kenmore				Washable								

SENIOR CENTER BUILDING - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		HP-1	1	PCKG'D	Lennox		CHP16-511-1P	Rooftop	24X24X2 (1)								
		HP-2	1	PCKG'D	Lennox		CHP20-511-1P	Rooftop	24X24X2 (1)								
		EF-1	2	Ceiling Exh Fan				Bathrooms									
		EWC-1	1														

MUNICIPAL COURT BLDG. - EQUIPMENT LIST

Inspection		Equipment Information							Specifications & Capacities										
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow	Cooling Capacity MBH		Heating Capacity		Electrical				
											Total	Sens	Input	Output	Volts	Phase	HP		
		SF-1	1	FURNACE	LENNOX		G12Q3E0110	ZONE 1	16X25X1 (1)	1405			110,000	84,000	120	1	1/3		
		CU-1	1	CONDENSER	LENNOX		HS14-413V	ZONE 1		2800					208	3	1/10		
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 1		1400	27.8								
		SF-2	1	FURNACE	LENNOX		G16Q5-100	ZONE 2	16X25X1 (1)	2450			100,000	80,000	120	1	3/4		
		CU-2	1	CONDENSER	LENNOX		HS14-513V	ZONE 2							208	3	1/6		
			1	EVAPORATOR	LENNOX		C14-65-1FF	ZONE 2		2400	39.6								
		SF-3	1	FURNACE	LENNOX		G14Q4-6D	ZONE 3	16X25X1 (1)	1517			60,000	55,000	120	1	1/2		
		CU-3	1	CONDENSER	LENNOX		HS14-413V	ZONE 3							208	3	1/10		
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 3		1500	28.1								
		G14Q46020	1	FURNACE	LENNOX			ZONE 5	16X25X1 (1)	2235			125,000	95,000	120	1	3/4		
		CU-4	1	CONDENSER	LENNOX		HS14-413V	ZONE 4							208	3	1/16		
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 4		2200	38.3								
		SF-5	1	FURNACE	LENNOX		G16Q4/SX-125	ZONE 5	16X25X1 (1)	2235			125,000	95,000	120	1	3/4		
		CU-5	1	CONDENSER	LENNOX		HS14-513V	ZONE 5							208	3	1/16		
			1	EVAPORATOR	LENNOX		C14-85	ZONE 5		2200	38.3								
		G51MP50C110Q7	1	FURNACE	LENNOX			ZONE 6	16X25X1 (1)	2070			80,000	74,000	120	1	3/4		
		CU-6	1	CONDENSER	LENNOX		HS14-513V	ZONE 6							208	3	1/6		
			1	EVAPORATOR	LENNOX		C14-65	ZONE 6		2000	38.3								
		UH-1	1	UNIT HEATER	LENNOX		LF3E-110	INSPECTION		1250			110	86	120	1	1/15		
		EF-1	1	EXHAUST FAN	GREENHECK		G-120-B	RESTROOMS		875					120	1	1/16		
		EF-2	1	EXHAUST FAN	GREENHECK		G-85-G	KITCHEN		400					120	1	1/20		
		EF-3	1	EXHAUST FAN	GREENHECK	ABANDONED		CONF ROOM											
		MCU-1	1	UNIT	LEIBERT	EVAPORATOR	DATA MATE	INDOOR		2600	56.5	51.9			208	3	1		
			1	UNIT	LEIBERT	CONDENSER		OUTDOOR	Washable	5050					208	3	1/3		
		EWC-1	1	COOLER															

CITY HALL - EQUIPMENT LIST

Inspection		Equipment Information							Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		RTU-1	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCG 030 A1L	ROOFTOP	10X20X2(1)	990	28.0	20.2	40,000 BTU	31,000 BTU	208	1	1/3
		RTU-2	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1700	50.9	36.0	90,000 BTU	71,000 BTU	208	3	1/2
		RTU-3	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCG 024 A1L	ROOFTOP	20X25X1 (1)	800	23	17.5	40,000 BTU	31,000 BTU	208	3	1/5
		RTU-4	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 036 A3LO	ROOFTOP	20X25X2 (2)	1500	39.8	28.1	90,000 BTU	71,000 BTU	208	3	2/5
		RTU-5	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 036 A3LO	ROOFTOP	20X25X2 (2)	1225	39.8	28.1	80,000 BTU	63,000 BTU	208	3	1/3
		RTU-6	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1375	50.9	36	90,000 BTU	71,000 BTU	208	3	1/2
		RTU-7	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1725	50.9	36	90,000 BTU	71,000 BTU	208	3	1/2
		RTU-8	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 060 A3LO	ROOFTOP	20X25X2 (2)	2150	65.2	46.1	90,000 BTU	71,000 BTU	208	3	0.6
		RTU-9	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 060 A3LO	ROOFTOP	10X20X1(3)	2150	65.2	46.1	90,000 BTU	71,000 BTU	208	3	0.6
		AC-2	1	DUCTLESS AC UNIT	mitsubishi	DUCTLESS AC UNIT	PKAA36KA6	SERVER ROOM	Washable								
		CU-2	1	CONDENSING UNIT	mitsubishi	CONDENSING UNIT	PUYA36NHAA	OUTDOORS									
		UH-1	1	UNIT HEATER	REZNOR	GAS	F 25	INDOOR					25,000 BTU				
		BBH-1	1	BASEBOARD HEATER	CHROMALOX	ELECTRIC / 30"	QMKC	INDOOR						282 W			
		CUH-1	1	CABINET UNIT HEATER	QMARK	T-STAT	CUB-RFF-1211-W	ENTRANCE						2 KW			
		EF-1	3	EXHAUST FAN / INLINE	PENN ZEPHYR	WATTS IN	Z10 TDA	INDOOR		300							
		EF-2	1	EXHAUST FAN / INLINE	PENN DOMEX	CENTRIFUGAL	AT24	ROOFTOP		950							1/8
				AIR HANDLER	CARRIER	FAN COIL	F84ANF024	ABOVE VAULT	14X24X2(1)								

PUBLIC SAFETY BUILDING - EQUIPMENT LIST

Inspection		Equipment Information							Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
										Total	Sens	Input	Output	Volts	Phase	HP
		AC-1		AIR CONDITIONER	CARRIER	HORIZONTAL NATURAL GAS	48DP020	ROOFTOP	(4)20X10X2 (4)16X20X2	6000	229.0		216	208	3	5.0
		AC-2		AIR CONDITIONER	CARRIER	NATURAL GAS	48HH-007	ROOFTOP	(2) 16X25X2	2700	79.2		92.4	208	3	1.5
		AC-3		AIR CONDITIONER	CARRIER	NATURAL GAS	48KLA-118	ROOFTOP	(2) 12X20X1	555	17.8		32	208	1	1.2 FLA
		AC-4		AIR CONDITIONER	CARRIER	NATURAL GAS	48HH-007	ROOFTOP	(2) 16X25X2	2400	79.2		92.4	208	3	1.5
		OU-1		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BQ008	OUTDOOR			91		55	208	3	3.6 FLA
		OU-2		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BQ008	OUTDOOR			91		55	208	3	3.6 FLA
		OU-3		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH042	OUTDOOR			42		28.7	208	3	0.9 FLA
		OU-4		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BQ008	OUTDOOR			91		55	208	3	3.6 FLA
		OU-5		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH030	OUTDOOR			29.2		18.3	208	3	0.9 FLA
		OU-6		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH048	OUTDOOR			47		31.3	208	3	1.9 FLA
		OU-7		SPLIT HEAT PUMP	CARRIER	CONDENSING UNIT	38YCC030500	ROOFTOP								
		C-1		COOLING COIL												
		IU-1		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED	(2) 20X25X2	2500			66.8 ELECT	208	1/3	1.0
		IU-2		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED	(2) 20X24X2	2500			66.8 ELECT	208	1/3	1.0
		IU-3		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40QH048	MOUNTED	(1) 20X25X2	1700			ELECT	208	1/3	4.8 FLA
		IU-4		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED	(2) 20X25X1	2500			66.8 ELECT	208	1/3	1.0
		IU-5		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40AQ030	MOUNTED	(1) 16X02X1	950			ELECT	208	1	3.6 FLA
		IU-6		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40QH048	MOUNTED	(1) 20X20X2	1700			ELECT	208	1/3	4.8 FLA
		EF-1		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBCR	MOUNTED		580			115	1	1/6	
		EF-2		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	123NBCR	MOUNTED		1240			115	1	1/3	
		EF-3		FAN	BROAN	HOOD	42000	MOUNTED		190			115	1		
		EF-4		EXHAUST FAN	JENN-AIR	VERTICAL	400J-VER	MOUNTED		232			115	1	2.3 FLA	
		EF-5		EXHAUST FAN	JENN-AIR	VERTICAL	300J-VER	MOUNTED		200			115	1	1.3 FLA	
		EF-6		EXHAUST FAN	JENN-AIR	VERTICAL	500J-VER	MOUNTED		360			115	1	3.3 FLA	
		EF-7		EXHAUST FAN	JENN-AIR	VERTICAL	500J-VER	MOUNTED		410			115	1	3.3 FLA	
		EF-8		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBCR	MOUNTED		420			115	1	1/6	
		EF-9		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	122NBCR	MOUNTED		1000			115	1	1/4	
		EF-10		EXHAUST FAN	JENN-AIR	VERTICAL	100J-VER	MOUNTED		90			115	1	0.7 FLA	
		EF-11		FAN	BROAN	HOOD	42000	MOUNTED		190			115	1		
		EF-12		EXHAUST FAN	JENN-AIR	VERTICAL	400J-VER	MOUNTED		232			115	1	2.3 FLA	
		EF-13		EXHAUST FAN	JENN-AIR	HORIZONTAL	100J-HOR	MOUNTED		109			115	1	0.7 FLA	
		EF-14		EXHAUST FAN	JENN-AIR	VERTICAL	300J-VER	MOUNTED		200			115	1	1.3 FLA	
		EF-15		EXHAUST FAN	JENN-AIR	VERTICAL	100J-VER	MOUNTED		90			115	1	0.7 FLA	
		E-16		EXHAUST FAN	JENN-AIR	VERTICAL	100J-VER	MOUNTED		90			115	1	0.7 FLA	
		EF-17		EXHAUST FAN	JENN-AIR	W/WALL CAP	400J-VER	MOUNTED		232			115	1	2.3 FLA	
		EF-18		EXHAUST FAN	JENN-AIR	W/WALL CAP	500J-VER	MOUNTED		360			115	1	3.3 FLA	
		EF-19		EXHAUST FAN	JENN-AIR	VERTICAL	400J-VER	MOUNTED		232			115	1	2.3 FLA	
		EF-20		FAN	BROAN	HOOD	4200	MOUNTED		190			115	1		
		EF-21		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	141-CW	MOUNTED		2510			115	1	1/2	
		SF-1		SUPPLY FAN	JENN-AIR	AXIAL	120ARS	MOUNTED		700			115	1	1/4	
		UH-1		UNIT HEATER	REZNOR	NATURAL GAS	XL-105	INDOOR		1195		105	81.9	115	1	1/20
				VVT	CARRIER	CONTROL SYSTEM										

POLICE EVIDENCE BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		EF-1	2	EXHAUST FAN		EXHAUST FAN		BATHROOM									
		UH-1	1	HEATER	Q-MARK			HIGH WALL									

PARKS ADMINISTRATION OFFICE - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		AHU-1	1		RHEEM	GAS	RKKA-AO48JK10E		16X25X2 (2)									
		EF-1	1	FAN				BATHROOM										
		EF-2	1	EXHAUST FAN				BATHROOM										

PARKS MAINTENANCE BUILDING - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		UH-1	1	HEATER	KING			HIGH WALL										
		EF-1	2	EXHAUST FAN				BATHROOMS										

PARKS BARN - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		UH-1	1	HEATER	CADET			HIGH WALL										
		EF-1	2	FAN				BATHROOM										
			2	WALL HEATERS		ELECTRIC		MAIN ROOM										

MUNICIPAL GOLF COURSE MAINTENANCE BUILDING - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		UH-1	1	GAS UNIT HEATER	LENNOX		LF24200A	HIGH WALL										
		UH-2	1	ELECTRIC UNIT HEATER	AMERICAN STANDARD		TEV0256100A0	HIGH WALL	17X20X1 (1)									
		EF-1	1	PROP EXHAUST FAN		THRU WALL												
		EF-2	1	PROP EXHAUST FAN	Dayton	W/DAMPER												

MUNICIPAL GOLF COURSE PRO SHOP - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	1	CEILING FAN				BATHROOM										
		HP-1	1	PCKG'D	TRANE		YSC036A3RMA01-300A		20X25X2 (2)									

MUNICIPAL GOLF COURSE RESTAURANT - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	2	FAN				BATHROOMS										
		EF-2	1	EXHAUST FAN	CAPTIVE-AIRE		NCA16FA	ROOFTOP										
		EF-3	1	HOOD EXH FAN	CAPTIVE-AIRE		3624VH1	KITCHEN										
		CH-1	1	CHILLER	KAIRAK INC.	FREEZER	RAE1-2E0											
		AHU-1	1		TRANE		YCH120C3MA0C		20X25X2 (2) 16X25X2 (2)							208		
		AHU-2	1		TRANE		00A		20X25X2(2)							208		
		VF-1	1	FAN UNIT	CAN-FAB		TR8 104-HPE											
		V-1	1	POWER	REZNOR		A2-G12	ROOFTOP										

STILLY WATER FILTRATION PLANT - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	2	AXIAL INLINE EXH	GREENHECK				BX 63 (2)									
		EF-1	1	CEILING EXH FAN				BATHROOM	BX 64 (2)									
		UH-1	5	GAS UNIT HEATER	STERLING/REZNOT													
		UH-2	2	ELEC UNIT HEATER	TASKMASTER													
		AHU-1	1		TRANE		2TEC3F24A 1000AA											
		OU-1	1	XB13	TRANE		2TWB3024A 1000AA		20X20X1 (1)									
			3	CABINET EXT FANS														
			1	ROOF TOP DOME FAN														

EDWARD SPRINGS - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	1	Exhaust Fan	Cook	Exhaust Fan	24AFBV-C											
		EF-1	1	Exhaust Fan	Cook	Exhaust Fan	100ACW-100W3B											
		UH-1	1	Heater		Heater	P3P55057											

DELTA BUILDING - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	GAS ROOFTOP	LENNOX	PACKAGE			20X20X1							208		
			1	GAS ROOFTOP	LENNOX	UNITS			20X20X1									
			1	GAS ROOFTOP	LENNOX	UNITS			20X20X1									
			1	GAS ROOFTOP	LENNOX	UNITS			20X20X1									

SUNNYSIDE TREATMENT PLANT - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
			1	HEAT PUMP	TRANE	OUTDOOR UNIT	4TW4060A4000AA	CONFERENCE ROOM							460/3PH		HP-1
			1	HEAT PUMP	TRANE	INDOOR UNIT	GAM5B0C60M513AA		20X22X1						208/1		HP-1
			1	HEAT PUMP	TRANE	OUTDOOR UNIT	4TWA4026A4000AA	OFFICE							460/3		HP-2
			1	HEAT PUMP	TRANE	INDOOR UNIT	6AM5B0B36M31EAA	OFFICE	20X20X1(1)						208/1		HP-2
						INDOOR UNIT	25U2RKL B	ELECTRICAL ROOM	WASHABLE								
						OUTDOOR UNIT	AOU24RL B	ELECTRICAL ROOM							208/1		
		EF4		EXHAUST CABINET FAN				MAIN???									
				ELECTRIC UNIT HEATERS				MAIN???									
				ROOF MOUNTED EXHAUST FANS				ROOF									

NORTH ANNEX BUILDING - EQUIPMENT LIST

Inspection		Equipment Information								Cooling Capacity MBH		Heating Capacity		Electrical		
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Total	Sens	Input	Output	Volts	Phase	HP
			1	GAS FURNACE	GOODMAN		GCH91155DXAE		20X75X4(1)			115,000		120	1	
			1	HEAT PUMP	GOODMAN		V52130481A?			4TON				208	1	

POLICE ANNEX BUILDING - EQUIPMENT LIST WELCO BUILDING

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	ROOFTOP HEAT PUMP	RUUD	H/P PACKAGE	RJPLA060JKE00	ROOF	16X25X2(2)							208	1	STON H/P

WATER RESOURCES PORTABLE BUILDING - EQUIPMENT LIST NORTH MODULAR																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	HEAT PUMP	BARD	WALL MOUNT	WHA85-A04XX4X		20X30X1(1)							208	1	

ROTARY RANCH BUILDING - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
			1		TRANE	HEAT PUMP			1625X2(4)						208	1	

OPERA HOUSE BUILDING - EQUIPMENT LIST

Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1		KELVINATOR	GAS FURNACE	K66RC06002	UPSTAIRS								120	1	
			1		KELVINATOR		K66R060C12A	UPSTAIRS SOUTH	12X25X1									
			1		KELVINATOR		FG6TCO92C-UBA	UPSTAIRS	14X30X1									
			1		KELVINATOR		KG6RC080C168	UPSTAIRS	14X20X1									
			1		YORK	A/C UNIT	TMUN120D20MP11CA	MAIN FLR WEST	20X25X4(1)									
			1		YORK	A/C UNIT	TM9U120D20MP11CA	MAIN FLR EAST	20X25X4(1)									

WRECKING YARD BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP

VACTOR/SEWER & STORM MAINTENANCE MODULAR 60 COLUMBIA NORTH MODULAR

Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
					BARD		T483-AQ4XA		(1)20X30X1						240V	1	