CONTRACT PROVISIONS

HVAC MAINTENANCE AND ON-CALL REPAIR SERVICES

SHORELINE CITY FACILITIES

BID 9096
CALL FOR BID

Notice is hereby given that sealed bids will be received by Shoreline City Clerk’s Office at the Shoreline City Hall, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905. **Bids are due no later than October 31, 2018, 2:00 pm EXACTLY Pacific Local Time**, according to the clock in the City Clerk’s office, at which time the bids will be opened and publicly read.

The City of Shoreline seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above. The work shall include, but is not limited to: providing the labor, equipment, materials and supplies to perform the HVAC Maintenance and On-Call Repairs of Shoreline City Facilities as shown in the Scope of Work.

All bidding shall be based upon compliance with the Contract Plans and Contract Provisions.

**Estimated Annual Contract Value**

The estimated annual contract value is $75,000.

**Pre-Bid Site Visit**

In order to fully understand the City’s needs, Prospective Bidders are encouraged to attend the following site visit:

**Location:** Shoreline City Hall  
Friday, October 19, 2018 at 9:00 AM  
3rd Floor, Room 301  
17500 Midvale Avenue N.  
Shoreline, WA 98133-4905

**Contact:** Renee Bough at (206) 801-2614 or by e-mail rblough@shorelinewa.gov to reserve a space.

The site visit will include the Shoreline City Hall & Police Station, Shoreline Swimming Pool, Richmond Highlands Recreation Center, Highland Park Center, and Hamlin Maintenance Facility. The site visit is anticipated to take four (4) hours.
Term
The initial term of this contract shall be three (3) years with the City having the option to renew for one (1) additional year. Maximum contract value shall not exceed $300,000 including Washington State sales tax. The contract will terminate after the initial term and any option exercised or when $300,000 is met, whichever occurs first.

Bid Documents
Plans, specifications, addenda, and the bidders (plan holder) list for this project may be viewed or ordered on-line from Builder’s Exchange at http://www.bxwa.com. To access on-line, click on “bxwa.com”, “Posted Projects”, “Public Works”, “City of Shoreline”, and “Project Bidding”. Bidders must register with Builder’s Exchange to be notified of addendum and new documents on this project. It is the Bidder’s responsibility to check for addenda and other new documents on-line.

Each bid shall be accompanied with a certified check, cashier’s check, or surety company bid bond, on a form acceptable to the City, from State-licensed Surety Company as surety, in an amount not less than 5% of bid amount, payable to City of Shoreline.

Proposals are to be submitted only on the forms provided in these Contract Provisions. Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed responses are not acceptable. Substitutions will not be accepted during the bid process. All bidders must certify that they are not on the Comptroller General’s list of ineligible contractors or on the list of parties excluded from Federal procurement or non-procurement programs.

Bids may not be withdrawn after bid opening.

The City expressly reserves the right to reject any or all bids and the right to waive any informalities or irregularities and to further award the Project to the lowest, responsive, responsible bidder as it best serves the interest of the City.

The City of Shoreline, 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 in 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.

II. INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **Bid Form:** No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.

2. **Interpretation of Contract Documents:** No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents; and any oral communication is not binding upon the City of Shoreline. Requests for an interpretation or questions in regard to this project must be directed via email to Dan Johnson, Fleet & Facilities Manager at djohnson@shorelinewa.gov. Questions via phone will not be accepted. **Bidders shall submit questions no later than October 24, 2018, 3:00 PM Pacific local time.**
Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. Addendums will be posted on the Builder’s Exchange website. All addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents (such as manufacturer’s instructions, reference standards, and regulatory agencies and codes), Bidders shall assume the more stringent requirements and verify with the City before beginning work.

3. **Addenda:** No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Shoreline link on the Builder’s Exchange website, for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond, if required, shall be released for failure to consider Addenda.

4. **Signature:** Each bid must be signed in longhand by the Bidder with the Bidder’s usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner’s printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer’s printed name and position.

5. **Non-Collusion:** By bid signature the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.

6. **Gifts:** The City’s Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City’s Code of Ethics and state law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after award of a contract.

7. **Submission of Bids:** To receive consideration, bids must be submitted prior to the specified date and time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to the City of Shoreline, City Clerk’s Office. Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. No oral, telephonic or facsimile, or electronic mail bids or modifications will be accepted. Any bid or modification of a bid received at the City of Shoreline after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as “proprietary” any information that Bidder believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening at the time and date specified. Bid results may be viewed on-line at the City of Shoreline link on Builder’s Exchange website: [http://www.bxwa.com](http://www.bxwa.com) and also at the City of Shoreline website: [http://www.shorelinewa.gov/](http://www.shorelinewa.gov/) - Bids & RFPs.

8. **Withdrawal of Bids:** Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid submittal deadline.
9. **Bid Price:** The bid price shall include everything necessary to perform and complete each work order/project, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent’s labor and service. The Bid shall remain in effect for sixty (60) calendar days after the bid opening. In the event of a discrepancy between the unit price and the total price for any Bid item, the unit price will govern and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all Bid items included on the Bid Proposal, the total Bid price will be corrected. If tax is calculated improperly, the City shall utilize the correct tax rate and correct the total Bid.

10. **Prevailing Wages:** This project is a Public Work as defined in RCW 39.04.010. The Awarded Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour’s work in the same trade or occupation in King County. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of this contract: [http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp). The applicable effective date for prevailing wages for this project is the bid submittal date. A copy of the applicable prevailing wage rates are also available for viewing at the offices of the City, located at 17500 Midvale AVE N, Shoreline, WA 98133-4905. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a ‘Statement of Intent to Pay Prevailing Wages’ that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an ‘Affidavit of Wages Paid’ following L&I filing requirements, and that has been approved by the Department of Labor and Industries.

Contractor is responsible for filing forms pursuant to L&I requirements. At time of bid these requirements were known to be as follows:

Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve month period of the unit priced contract.

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).

11. **Estimated Quantities:** The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
12. **Examination of Site and Contract Documents**: The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Provisions, work site(s), statutes, regulations, ordinances, or resolutions.

13. **Contract Bond**: A contract bond equal to 25% of the amount of the total contract value, including sales tax is required.

As required, the Awarded Contractor shall furnish an approved Contract Bond, on the forms enclosed herein. The Contract Bond shall be in force through the term of the contract including any extensions until final completion and acceptance by the City, and also for such period following acceptance by the City which the law allows liens to be filed. After the date of final completion and any lien period, the Contract Bond will be released once all required releases have been received by the applicable state agencies. All contract bonds shall be furnished by a corporate surety company authorized to do business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570 and be a company acceptable to the City.

14. **Indemnification/Hold Harmless**: The Awarded Contractor shall defend, indemnify and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the contract, except for injuries and damages caused by the sole negligence of the City.

This Agreement is subject to RCW 4.24.115. 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the contract.

15. **Insurance**: The Awarded Contractor shall obtain and keep in force during the term of the contract and until 30 days after the physical completion date, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the State of Washington. The Awarded Contractor shall provide the City with written notice of any policy changes, cancellations, or reduction in coverage within two (2) business days of the receipt of such notice. Exceptions to form must be approved by the City’s Risk Manager. **The City’s contract number must be referenced on the insurance forms(s).**

   A. **Commercial General Liability Insurance** shall be written with limits of liability of no less than $1,000,000 combined single limits, per occurrence and $2,000,000 in aggregate, and shall include:
      1. Premises & Operations;
2. Owners and Contractors Protective;
3. Products Liability, including completed Operations Coverage for one (1) year;
4. Contractual Liability;
5. Broad Form Property Damage;
6. Commercial Form (to include Bodily Injury);
7. Employees as Additional Insured;
8. Explosion, Collapse & Underground Hazard;
9. Independent Contractors;
10. Personal Injury;
11. Stop Gap;

B. Automobile Liability shall be written with $1,000,000 Combined Single Limit.

C. Builder’s Risk Liability Insurance is required for all contracts that require new construction, for the full value of the structure, and with no more than $10,000 deductible.

D. Additional Named Insured Endorsement shall include the City of Shoreline as Additional Named Insured. A Certificate of Insurance including the Additional Named Insured Endorsement shall be filed with the City after award, but prior to execution of the contract.

E. The Certificate of Insurance (ACCORD Form 2009/09) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the City.

Insurance shall be written on an occurrence and not a claims made basis, and shall be primary to any other insurance or risk pool coverage of the City.

Failure of the Awarded Contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of Contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor’s responsibility for payment of damages resulting from operations under this Contract.

16. Taxes: Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.

17. Business License: As mandated by SMC 5.05.030, if awarded the contract, the Awarded Contractor shall obtain a City of Shoreline business license prior to the execution of the contract and shall maintain the business license in good standing throughout the term of the contract.

18. Low Responsible Bidder: It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:

1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2) Have a current Washington State Unified Business Identifier (UBI) number.
3) If applicable:
a) Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington State, as required in Title 51 RCW;
b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.

4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5) Within the three year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in “Attachment A.” The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be the City’s discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

19. Subcontractor Responsibility: The Awarded Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Awarded Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

A. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
B. Have a current Washington State Unified Business Identifier (UBI) number.
C. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
D. If applicable:
   1) Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington State, as required in Title 51 RCW;
   2) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   3) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
E. Have an electrical contractor license, if required by Chapter 19.28 RCW;
F. Have an elevator contractor license, if required by Chapter 70.87 RCW;
G. Not be disqualified from bidder on any public works contract under RCW 39.06.010 or 39.12.065(3).

20. Non-Responsive Bids: Any documents supplementing or deviating from the expressed requirements of the Invitation to Bid and the other Bid documents may result in the rejection of Bid as non-responsive.

21. Bid Errors: Except for automatic corrections that must be made by the City under Section II-8, a Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original worksheets used in preparation of the Bid, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Bid.
The affidavit and worksheets must be received by the City before 5:00 PM Pacific local time on the next business day following the day of the Bid opening or the claim of error will not be considered. The City will review the certified worksheets to determine the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility, and the Bid Deposit of the Bidder claiming error will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or an award made to the next lowest responsive, responsible Bidder.

A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

22. **Bid Protest:** Any Bidder may file a written protest against award of the contract to the lowest bidder within two full business days of bid opening. A protest submittal shall be delivered to the City of Shoreline, City Clerk, 17500 Midvale Ave N, Shoreline, WA 98133-4905, phone (206) 801-2700 with the words “Bid Protest” prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder's contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five (5) business days of mailing the notice or two (2) business days of actual receipt by electronic facsimile or personal delivery.

No contract shall be executed earlier than two (2) business days (excluding holidays and weekends) from the date a written protest is received.

23. **Award of Contract:** The City reserves the right to reject any or all bids, to accept the bid of the lowest responsive, responsible bidder, to call for new bids, or waive any informalities in the bidding. Upon award of the contract, the successful Bidder will receive a Notice of Award and Contract Documents. The awarded Bidder (Contractor) must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

24. **Notice to Proceed:** The Awarded Contractor shall not commence work until a Notice to Proceed for each task/project has been issued by the City. An initial Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed.

25. **Work Orders:** The work shall be assigned by the City through work orders.

26. **Request to Subcontract Work:** The Awarded Contractor shall complete and submit to the City a Request to Subcontract Work form three (3) working days prior to a subcontractor performing the work. No more than fifty percent (50%) of the work performed under this contract may be performed by subcontractors.
27. **Assignment:** The Awarded contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

28. **Payment:** The Awarded Contractor shall be paid, upon submission of a proper itemized invoice, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted invoices must contain the following minimum information:

   A. Contract Number
   B. Work Order number
   C. Bid item number, bid quantity, unit, unit price and description as appropriate
   D. Sales Tax as applicable

   The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

   In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

29. **Retainage:** RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the moneys earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

   For projects with retainage requirements, the Awarded Contractor will complete and furnish to the City a Retainage Instruction form. Retained funds are held until released by the City upon compliance with all other City, State and Federal requirements. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

   The City will issue payment on the retainage amount forty-five days after the City has accepted the contract as complete or upon receipt of all necessary releases, whichever is later.

30. **Applicable Law and Forum:** The Awarded Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.
Bid Submittal Checklist

☐ BID PROPOSAL SHEET (4 Pages)

☐ STATEMENT OF QUALIFICATIONS (2 Pages)

☐ BID BOND

☐ CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES (RCW 39.04.350)

Failure to submit all of the above items will result in the bid being non-responsive.
City of Shoreline

HVAC Maintenance and On-Call Repair Services
Shoreline City Facilities
BID 9096

PROPOSAL SHEET (Page 1 of 4)

Bid Due No Later Than **Wednesday, October 31, 2018 2:00 PM** (Pacific Local Time Exactly)

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.

**BID AWARD:**
Determination of low bidder will be made on the basis of ‘Total Schedule1 plus Total Schedule 2’.

**Schedule 1** consists of the total filter, equipment and automation control maintenance bid for the Shoreline City Facilities. **Schedule 2** consists of the total bid for on-call maintenance based on estimated regular, overtime and weekend hours. Actual costs will be determined by work performed. **Schedule 3**, Mark Up By % is intended to capture costs not addressed in Table 2 and will be used for future job costing and estimation and not to determine the low bidder.

The below signed bidder acknowledges that bids must be submitted for the all items. Partial bids will not be considered.
### SCHEDULE 1 - FILTER, EQUIPMENT & AUTOMATION CONTROL MAINTENANCE COSTS

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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>Cycle (See Section K) (A)</th>
<th>Est. Cycles (B)</th>
<th>Price Per Cycle (C)</th>
<th>Annual Price (D) (B x C)</th>
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</table>

**SUBTOTAL (Sum of all D line items)** $

**WSST (10%)** $

**TOTAL SCHEDULE 1 BID** $
# SCHEDULE 2 - ON CALL REPAIR COSTS

<table>
<thead>
<tr>
<th>LABOR CLASSIFICATION</th>
<th>Labor Rate</th>
<th>Regular Est. Hrs</th>
<th>ANNUAL TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refrigeration &amp; Air Conditioning Mechanics (WAC # 296-127-01367)</td>
<td>$</td>
<td>70</td>
<td>$</td>
</tr>
<tr>
<td>Refrigeration &amp; Air Conditioning Mechanics (WAC # 296-127-01367) (Overtime/Weekend)</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Plumbers &amp; Pipefitters (WAC #296-127-01364)</td>
<td>$</td>
<td>70</td>
<td>$</td>
</tr>
<tr>
<td>Plumbers &amp; Pipefitters (WAC #296-127-01364) (Overtime/Weekend)</td>
<td>$</td>
<td>20</td>
<td>$</td>
</tr>
<tr>
<td>Automation Control Technician</td>
<td>$</td>
<td>15</td>
<td>$</td>
</tr>
</tbody>
</table>

**SUBTOTAL (Sum of all schedule 2 line items)** $  
**WSST (10%)** $  
**TOTAL SCHEDULE 2 BID** $  

**TOTAL BID (SCHEDULES 1 & 2 ABOVE)** $  
(Total Bid to be written in words) 

# SCHEDULE 3 – MARK UP BY %

<table>
<thead>
<tr>
<th>ADDITIONAL EQUIPMENT</th>
<th>COST</th>
<th>MARKUP (MAX 10%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment/Tools (rented) not included in annual contract price</td>
<td>Actual</td>
<td>%</td>
</tr>
<tr>
<td>Materials not included in annual contract price</td>
<td>Actual</td>
<td>%</td>
</tr>
</tbody>
</table>

**Contractor Name**
This page of the bid form must be signed.
Use ink and print legibly.
Unit prices, when relevant, are mandatory and shall control.
Initial and date any changes, erasures or cross-outs.
Initial here___________ to verify your Bid considers addenda: _______ through _______

Company Name: ____________________________________________________________
Company Address: __________________________________________________________
City/State/Zip: _____________________________________________________________
Phone: ___________________________________________________________________
Fax: _____________________________________________________________________
E-Mail: ___________________________________________________________________
State of Incorporation or formation of business entity: _____________________________
Location of Washington Office, if any: __________________________________________
Print Name of Signatory: _____________________________________________________
Print Title of Signatory: _____________________________________________________
Contractor Signature: _______________________________________________________
Date: ____________________________________________________________________

Contractor Name ___________________________________________________________
STATEMENT OF BIDDER’S QUALIFICATIONS

HVAC Maintenance and On Call Repair Services
Shoreline City Facilities
Bid 9096

(Page 1 of 2)

Name of Firm:
Address:
Payment Address:
Contact Person for this Project:
Contact Telephone:
Contact Address:
State of Washington DOL Contractor’s Registration Number:
State of Washington UBI Number:
State of Washington Department of Employment Security Number:
Washington State Excise Tax Registration Number:
Federal Tax ID Number:
Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

Reference Checks: The City may conduct reference checks for the bidder whose bid is under consideration for award. In the event that information obtained from the reference checks reveals concern about the bidder’s past performance on projects identified as meeting the bidder qualification requirements, or their ability to successfully perform the work, the City may determine that the bidder is not responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements and whose reference checks validate the ability of the bidder to successfully perform the work. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference if the bidder has performed the work, even if the bidder did not identify these sources as a reference.

List any major projects of a similar nature which have been completed by or supervised by the Contractor within the last five years. List the gross dollar amount or each project.

<table>
<thead>
<tr>
<th>Project</th>
<th>Scope of Work</th>
<th>Amount</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Bidders may use their own form to provide information.
STATEMENT OF BIDDER’S QUALIFICATIONS

HVAC Maintenance & On Call Repair Services
BID 9096

(Page 2 of 2)

1. How many years as a company have you provided HVAC maintenance services? Prime contractor:
   Sub-contractor:

2. Do you have any outstanding payments due to the Department of Revenue? Yes    □    No    □
   If yes, please explain:

3. Do you have any outstanding payments due to the Department of Labor and Industries? Yes    □    No    □
   If yes, please explain:

4. Do you have any outstanding payments due to the Department of Employment Security? Yes    □    No    □
   If yes, please explain:

5. Are you listed on any debarment lists? Yes    □    No    □

6. Are you on the list of parties excluded from the Federal procurement or non-procurement programs?
   □ Yes    □ No

By the signature below, Bidder confirms that all information provided is true and correct.

Signature  ____________________________________________

Title:  ____________________________________________

Date:  ____________________________________________

Print Name  ____________________________________________
BID BOND

KNOW ALL BY THESE PRESENTS, That we,

of as principal, and the

a corporation duly organized under the laws of the state of , and authorized to do business in the State of Washington, as surety, are held and firmly bond unto the City of Shoreline in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The conditions of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the City of Shoreline within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these present to be signed and sealed this _________________ day of ________________________________

By ___________________________ By ___________________________
Bidder Surety

Title ___________________________ Title ___________________________

Date ___________________________ Date ___________________________
Certification of Compliance with Wage Payment Statutes

I certify under penalty of perjury under the laws of the State of Washington that

Bidder

is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g) which provides:

Within the three year period immediately preceding the date of this solicitation*,

Bidder

has not been determined by a final and binding citation and notice of assessment issued by the Washington State Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have knowingly and intentionally violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

Bidder Signature

Printed Name

Title

Location of Place Executed (City, State)

Date

*Definition: “Date of this solicitation” means the date of publication for formal bids, and the date of request for quotes or small works roster invitations.
AWARD DOCUMENTS
**PUBLIC WORKS**  
UNIT PRICED CONTRACT

<table>
<thead>
<tr>
<th>Contract # and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Department Contact:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

**Insurance and Indemnification:** The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys’ fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor’s negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than $1,000,000 for death or injury in any one occurrence and $1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage: Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than $1,000,000 per occurrence which provides, at a minimum the following coverages: Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Shoreline shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor’s employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor’s risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**Warranties:** If within one year after the completion date of each Work Order, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City’s instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

**Nondiscrimination:** The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

**Gifts:** The City’s Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City’s Code of Ethics and state law, the Contractor shall not give a gift of any kind to City employees or officials.

**Business License:** As mandated by SMC 5.05.030, the Contractor shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of this contract with the City.
**Prevailing Wages:** This contract is subject to prevailing wages according to RCW 39.12.020. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. L&I 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 payments 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 Paid forms must be submitted by each sub-contractor annually.

**Bonds/Retainage:** A Contract Bond is required. Retainage is required and is withheld for each individual work order/invoice until contract close out. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

**Industrial Insurance Status:** Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor’s premiums. Under RCW 60.28 the City can withhold and pay the contractor’s delinquent premiums from final payment.

**Payment:** The City shall pay the Contractor within 30 days of submittal of a properly itemized invoice.

**Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**Entire Agreement:** This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

**Assignment:** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

**Term:** The initial term of this contract shall be three years with the City having the option to renew for one additional year and shall not exceed $300,000 including Washington State sales tax, whichever occurs first. The City has the right to terminate this contract, with or without cause, at any time with 14-day written notice to Contractor.

**Captions:** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

**Counterpart Originals:** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**Authority to Execute:** Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.
Completion Date: _____

The scope of work in accordance with the bid documents, including any addenda, and the schedule of rates and charges are attached as Exhibit A.

Prevailing wage rates will be updated annually, using the rates in effect at the beginning of each contract year. No other cost modifications other than prevailing wages will be accepted.

Any changes to the rates or additions to the scope attached as Exhibit A will be formalized in a change order to the contract.

The contractor should send invoices to: Accounts Payable at accounts payable@shorelinewa.gov.

The contractor shall not start an individual work task/project until the City provides a written Notice to Proceed for that task/project. This agreement shall terminate without cost if an initial Notice to Proceed is not issued within 60 days. The City will not issue a Notice to Proceed before approved evidence of insurance is received.

This agreement is executed by:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature)</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>(Signature)</td>
</tr>
</tbody>
</table>

Print Name
Print Name

Approved as to form:

<table>
<thead>
<tr>
<th>Margaret J. King, City Attorney</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julie Ainsworth-Taylor, Assistant City Attorney</td>
<td></td>
</tr>
</tbody>
</table>
Contract Bond

KNOW ALL BY THESE PRESENTS, That we, of , as Principal, and , as Surety, are jointly and severally held and bound unto the City of Shoreline, in the penal sum of (Dollars) ($ ), until date of final acceptance, any lien period, and once all required releases have been received by the applicable State agencies, whichever date is later and (Dollars) ($ ), warranty, for one (1) year thereafter, the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents. The CONDITION of this bond is such that:

WHEREAS, on the day of , 20 , the Principal, executed a certain contract with the City of Shoreline, by which contract the Principal agrees to furnish all material and do certain work, to wit: the construction of , according to the maps, plans and specifications made a part of said contract, which contract as so executed is attached hereto and incorporated by reference herein. This bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and for one (1) year warranty period, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this day of , 20 .

Principal

By: _____
Title: _____
Address: _____
City/State/Zip: _____

Attorney-in-fact, Surety

By: _____
Title: _____
Address: _____
City/State/Zip: _____
RETAINAGE INSTRUCTIONS
MANDATORY FORM

Contract Title: HVAC Maintenance and On-Call Repair Services Shoreline City Facilities
Contract Number: 9096

The following is authorized and selected by the Contractor to provide the City instructions on retainage of funds in accordance with the retainage required as stipulated in RCW 60.28.

☐ (1) Non-Interest Bearing Account: Have the City retain the required amount in a non-interest bearing fund that the City manages until receipt of all necessary release documents or until 45 days following acceptance, whichever is longer.

☐ (2) Retainage Bond: Attach Retainage Bond Form if this option is selected. Contact the City for a Retainage Bond Form.

☐ (3) Interest Bearing Account: City deposits the required retainage into an interest-bearing account in a bank, mutual savings bank, or savings and loan association designated by the Contractor, which is designated as not subject to withdrawal until 45 days after acceptance or until agreed to by both parties: PROVIDED that interest on such account shall be paid to the CONTRACTOR. Requires Contractor to establish a separate restricted bank account before selection of this option. Specify Bank:

Name of Bank:
Branch Address:
City/State/Zip:
Account Number:
Bank Contact Name:
Phone Number:

☐ (4) Escrow: City places retainage amount into an escrow account with a bank or trust company. Requires Contractor to complete and attach an Escrow Agreement. When the monies reserved are placed in escrow, the agency shall issue a check representing the sum of monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the agency and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

Attach Escrow Agreement if this option is selected. Contact the City for an Escrow Agreement.

COMPANY NAME:
ADDRESS:
CITY/STATE/ZIP:

SIGNED: __________________________________________
NAME: (PLEASE PRINT):
TITLE:
DATE:
City of Shoreline

HVAC Maintenance and On-Call Repair Services

Shoreline City Facilities

Bid 9096

Scope of Work (SOW)

A. BACKGROUND

The Fleet and Facilities Division manages City of Shoreline facilities, equipment and vehicles. This contract is to provide regular HVAC maintenance services and on-call repair services to meet the operational needs of five City buildings. Services under this contract shall not include any construction related projects.

B. FACILITY LIST

The following is City owned properties in Shoreline where service will be performed:

<table>
<thead>
<tr>
<th>FACILITY NAME</th>
<th>ADDRESS</th>
<th>BLDG SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shoreline City Hall and Police Station</td>
<td>17500 Midvale Ave N</td>
<td>71,767</td>
</tr>
<tr>
<td>Shoreline Swimming Pool</td>
<td>19030 1st Ave NE</td>
<td>15,375</td>
</tr>
<tr>
<td>Richmond Highlands Recreation Center</td>
<td>16550 Fremont Ave N</td>
<td>650</td>
</tr>
<tr>
<td>Highland Park Center</td>
<td>1306 N 175th St</td>
<td>2,108</td>
</tr>
<tr>
<td>Hamlin Park Maintenance Facility</td>
<td>16006 15th Ave. NE</td>
<td>1,826</td>
</tr>
</tbody>
</table>

The City, at its sole discretion, reserves the right to add or delete facilities to the above list. Any addition or deletion will be accomplished through a written amendment to the contract.

C. QUALITY OF WORK AND MATERIALS

a. All work must meet or exceed the current American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) and Sheet Metal and Air-Conditioning Contractors National Association (SMACNA) standards, as these standards now exist or hereinafter amended.

b. Contractor shall provide all supervision, labor, tools, equipment, supplies, parts, and materials necessary, to perform HVAC services on a variety of HVAC jobs at Shoreline City Facilities.

c. All work performed under this contract shall meet all applicable City of Shoreline Construction and Building Codes, Chapter 15.05 Shoreline Municipal Code (SMC), Occupational Safety and Health Administration (OSHA) rules and regulations, or other regulations necessary to carry out and perform the work required pursuant to all applicable Federal, State, and Local Laws, Statutes, Ordinances, and rules and regulations of any kind, including waste disposal regulations.
d. Contractor’s test instruments shall be up-to-date and maintain valid calibration. Documentation demonstrating compliance shall be provided upon request of the City.

e. Filters for City Hall and the Police Station filters for all units introducing outside air into the occupied spaces shall be MERV 11 or higher rating. Filters for all other buildings than the City Hall and Police Station filter ratings shall be same as existing or better, and not lower rating than recommended by the manufacturer.

D. DEFINITIONS
Except as provided below, all words in this Scope of Work shall be given their ordinary and customary meaning. Technical terms shall be given their customary meaning within the context of the HVAC industry.

Building Automation Systems: this term means the computer networked control and energy management system application developed by Triduum.

City: refers to the City of Shoreline.

City Facilities: refers to Shoreline City Hall, Shoreline Police Station, Shoreline Swimming Pool, Richmond Highlands Recreation Center, Highland Park Center, and Hamlin Park Maintenance Facility.

Code Requirement: this term means all applicable requirements of the City of Shoreline’s Building and Construction Code, Chapter 15.05, Shoreline Municipal Code (SMC), along with any applicable international codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code.

Contractor: refers to the entity awarded the City’s HVAC Regular Maintenance and On-Call Services Contract.

Fleet and Facilities: refers to the representative assigned by the City’s Fleet and Facilities Division to manage the Contract and/or assigned to a specific maintenance or service project.

Frequency: refers to scheduled intervals by which inspection and maintenance is performed. There are three (3) Frequency intervals:

  Quarterly Maintenance – Service required four (4) times per year, every three (3) months throughout the year. Executed in March, June, September and December, unless otherwise noted in the contract.

  Semi-Annual Maintenance – Service required two (2) times per year. Executed in June and December, unless otherwise noted in the contract.

  Annual Maintenance – Service required every twelve (12) months. Executed in June unless otherwise noted in the contract.

System Equipment: refers to all the HVAC equipment shown on the Master Equipment List including, but not limited to, pumps, boilers, and furnaces.

E. SCOPE OF WORK – REGULAR MAINTENANCE SERVICES
Contractor shall provide regular maintenance services for all the System Equipment listed on the Master Equipment List, Tables 1 to 5, in Section K. Maintenance services shall be executed as described below.
a. **Maintenance Visit Check in**
   1. Report to Fleet and Facilities upon arrival at the City facility.
   2. Record the outside air temperature.
   3. Check for reported temperature and/or HVAC issues for City facility with Fleet and Facilities via a short interview for recording issues on work order.

b. **Execution of Maintenance Services**

   1. **All Refrigeration Cycles:**
      - **Quarterly Maintenance Requirements:**
        i. Visually check for refrigerant leaks, pipe chafing, and oil level on units so equipped.
        ii. Check superheat and verify proper condensing temperature.
        iii. Check proper refrigerant operating pressures and/or temperature(s) and record readings in Site Log Book.
      - **Annual Maintenance Requirements:**
        i. Test for refrigerant leaks and check for pipe chafing; Set proper superheat.
        ii. Test and calibrate head pressure control.
        iii. Check refrigeration charge.
        iv. Check crank case heater wattage.
        v. Check and calibrate low pressure cut-in and cut-out.
        vi. Check and calibrate high pressure cut-in and cut-out.
        vii. Perform pump down and hold test for compressor.
        viii. Simulate oil failure and test oil safety control.

   2. **Pumps**
      - **Quarterly Maintenance Requirements:**
        i. Inspect packing, if present.
        ii. Inspect pump system for leaks in piping, flange connections, etc.
        iii. Visually inspect coupling.
      - **Annual Maintenance Requirements:**
        i. Inspect mounting points and tighten as needed.
        ii. Inspect water level in pump system expansion tank & record reading.
        iii. Record suction and discharge pressure.
        iv. Measure operating voltage.
        v. Perform vibration analysis and provide report.
        vi. Test accuracy of all pressure gauges.
        vii. Clean wye strainers.
        viii. Cycle all valves; check for smooth operation.
        ix. Record all readings and measurements taken in this section in the Site Log Book.

   3. **Exhaust Fans**
      - **Quarterly Maintenance Requirements:**
        i. Check motor for excessive heat or vibration hazards.
        ii. Check time clock setting, if present.
        iii. Verify fan guards, covers, and supports are secure; tighten where needed.
        iv. Verify fan function; ensure clear of obstructions or potential hazards.
        v. Inspect wiring and electrical controls; tighten or replace as needed.
        vi. Inspect for corrosion.
        vii. Clean screen and vent on roof, as needed.
        viii. Inspect ducts, collectors, and hoods for clogging, obstructions, and air flow, clean as needed.
Annual Maintenance Requirements:
   i. Inspect and check Fan Wheel; clean as required.
   ii. Lubricate dampers and check for operation; adjust linkage as needed.

4. **Coil Cleaning**
   Annual Maintenance Requirements:
   i. Clean coils with a coil cleaner and appropriate tools to remove dirt and debris.

5. **Water Heaters (Electric/boiler) and Expansion Tanks**
   Annual Maintenance Requirements:
   i. Check operation of high and low level alarms.
   ii. Check operations of thermostat.
   iii. Record water pressure and temperature.
   iv. Inspect electric heating elements and controls for wear and damage; clean as needed.
   v. Inspect water relief and steam safety valves for rust, scale, and/or mechanical defects.
   vi. Inspect steam coils and/or instantaneous heaters for scale and/or mechanical defects.
   vii. Inspect steam coils and/or instantaneous heaters for improper steam and water pressure.
   viii. Inspect all tanks for physical damage, corrosion, and/or loose connections.
   ix. Inspect anodic rods or segments for deterioration; replace as needed.
   x. Check condition of tank exterior.
   xi. Check operation of switches.
   xii. Inspect piping for signs of deterioration or leaks.
   xiii. Exercise valves associated with all tanks.
   xiv. Check heater phase to phase resistance.
   xv. Meg-Ohm heating elements.
   xvi. Inspect electrical connections and contacts.
   xvii. Check wiring for overheating and tighten connections.
   xviii. Inspect and replace fuses.
   xix. Remove any rust or corrosion.
   xx. Remove and re-calibrate gauges and instruments; re-install and verify proper operation.
   xxi. Perform hydrostatic pressure test at 1.5x maximum allowable pressure for 2+ Hours. Perform annual Flush Out for following equipment: **Table-1** Items 18, 19, 20, 21, and 23. **Table-2** Items 13 and 18.

6. **Louvers/Dampers**
   Quarterly Maintenance Requirements:
   i. Adjust louvers and/or dampers for proper operation.
   ii. Lubricate bearing, as required, per manufacturer’s recommendation.
   iii. Check louvers and/or dampers for proper operation.
   iv. Tighten any loose connectors.

7. **Economizers**
   Quarterly Maintenance Requirements:
   i. Check operation and setting of damper minimum position.
   ii. Calibrate damper minimum position.
   iii. Check and calibrate mixed air, outdoor, and enthalpy controller.
   iv. Check dampers and linkage for binding.
   v. Check operation of pressure relief damper.
   vi. Check economizer power exhaust.
8. **Filter**
   **Quarterly Maintenance Requirements:**
   i. Replace filters.

9. **Automation Controls (Building Automation System) BAS**
   In the case of a software update, the Contractor will provide training to Fleet and Facilities on changes to the system and its operation.
   **Quarterly Maintenance Requirements:**
   i. Check and verify BAS equipment communication.
   ii. Check network communication.
   iii. Identify performance problems.
   iv. Identify required maintenance or repairs.
   v. Report system problems to Fleet and Facilities.
   vi. Review Alarm Logs and provide Fleet and Facilities with a report.
   vii. Update BAS system time.
   viii. Verify System Equipment Zone Temperature Set-Points.
   ix. Provide Fleet and Facilities with recommended services or upgrades required.
   **Semi-Annual Maintenance Requirements:**
   i. Back-up data base and provide Fleet and Facilities with an electronic copy.
   ii. Check and verify user interface functionality.
   iii. Check System Equipment run schedules.
   iv. Check LAN communications.
   v. Review Trend Logs and provide Fleet and Facilities with a report.
   vi. Verify remote access.
   **Annual Maintenance Requirements:**
   i. Check and calibrate all BAS equipment for optimal performance.
   ii. Check system batteries; replace as needed.
   iii. Update software as necessary.
   iv. Provide Fleet and Facilities with recommended system improvements.

10. **Mixing Valves and Check Valves**
    **Quarterly Maintenance Requirements:**
    i. Disassemble mixing valves, clean all parts with appropriate cleaner such as CLR, Lime-Away, or vinegar, and re-install.
    ii. Check and calibrate temperature setting for mixing valves.

11. **Boilers**
    **Quarterly Maintenance Requirements:**
    i. Inspect the flame; look for “sooting” or overheating.
    ii. Run boiler through a cycle.
    iii. Observe for proper ignition.
    iv. Blow down the collected solids.
    v. Check the controls.
    vi. Observe for any leaks, loose brackets, etc.
    vii. Check for overheating.
    viii. Inspect the fire box.
    ix. Verify the burners are clear and clean.
    x. Clean the combustion air openings.
    **Annual Maintenance Requirements:**
    i. Verify boiler is airtight.
    ii. Inspect the flame, look for “sooting” or overheating.
    iii. Open the tube section and be sure all of the tubes are clear.
iv. Run boiler through a cycle.
   v. Observe the pre- and post-veneration cycles.
   vi. Observe ignition to be sure there is no fuel buildup before ignition.
   vii. Watch flame modulate to be sure the mixture of air and fuel is staying in proportion.
   viii. Lubricate and service the damper and linkages.
   ix. Lubricate and service the linkages for the fuel supply.
   x. Service the fan.
   xi. Cleans the combustion air openings.
   xii. Check the boiler for hot spots.
   xiii. Inspect the fire box.
   xiv. Blow down the collected solid.
   xv. Check the controls.
   xvi. Observe for any leaks, loose brackets, etc.
   xvii. Using a combustion analyzer, calibrate the fuel air mixture to make the boiler as efficient as possible.
   xviii. Brush the boiler tubes.
   xix. Replace any gaskets that have started to deteriorate.
   xx. Inspect the flue, stack, and bonnet.
   xi. Test relief valves.
   xii. Test gas pressure.
   xiii. Check flame safety circuits; clean terminals and replace grounds as necessary.
   xiv. Test the Ultraviolet (UV) or Infrared (IR) based flame detector.

12. **Air Handlers**

   **Quarterly Maintenance Requirements:**
   i. Check general operation and condition of equipment.
   ii. Check for unusual noise and vibration.
   iii. Check operating controls for proper operation.
   iv. Check that filets are sealed tightly.
   v. Clean condensate pan.
   vi. Inspect insulation and vapor barriers.
   vii. Record pressure differential across the filter.
   viii. Replace filters that are required to be changed every three months.
   ix. Check setting on time clock.
   x. Record heating and cooling coil differential pressures.
   xi. Record fan external static.
   xii. Check cooling and heating coils for cleanliness.
   xiii. Inspect condensate drains for proper operation.
   xiv. Check camper outside air minimum position.
   xv. Inspect motor for excessive heat or vibration.
   xvi. Check belts for tightness and wear; replace as needed.

   **Annual Maintenance Requirements:**
   i. Replace bag filters.
   ii. Inspect for corrosion and structural damage.
   iii. Check all mounting points; tighten as needed.
   iv. Record air pressure readings.
   v. Inspect piping insulation for needed repairs.
   vi. Check bearings for proper lubrication.
   vii. Tighten set screws on bearings, locking collars, and sheaves.
   viii. Check motor for proper lubrication per manufacturer’s recommendations.
   ix. Record Amperage for L1, L2 and L3.
x. Record blower and motor revolutions per minute (RPM).
xii. Check for loose electrical connection; tighten as needed.
xiii. Record water pressure reading.
xiv. Record cooling coil pressure drop Pressure Differential (PD).
xv. Check all actuators for leaks.
xvi. Clean coils and fans.
xvii. Verify pilot positioner range (per manufacturer control specifications) and proper operation.
xviii. Check dampers, p-cones, actuated valves, etc. for smooth operation; repair and/or replace linkage as needed.
xix. Check operation of variable frequency drives (VFD); verify connections have continuity; check for signs of arching or overheating and corrosion; check fan and motor bearings for binding and wear; check voltages; perform infrared testing for hot spots.
xx. Check coils and condensate pan, clean as needed.

13. Gas Furnaces

Quarterly Maintenance Requirements:
i. Test operating and safety controls.
ii. Check setting on time clock, adjust as needed.
iii. Lubricate blower.
iv. Verify proper operation of draft fan; clean, inspect, and lubricate.
v. Inspect combustion chamber.
vi. Check integrity of heat exchangers.
vii. Check and clean pilot and pilot safety.
viii. Inspect burner condition and clean burner section.
ix. Inspect combustion air openings.
x. Clean combustion chamber and check for possible cracks and/or rusting.
xi. Clean all combustion air openings.
xii. Clean blower.

14. Automation Controls (For Shoreline Swimming Pool Facility Only)

In the case of a software update, the contractor will provide training to Fleet and Facilities representative on changes to the system and its operation.

Quarterly Maintenance Requirements:
i. Check and Verify BAS Equipment communication.
ii. Check network communication.
iii. Identify performance problems.
iv. Identify service or repairs to be performed by a technician.
v. Report system problems to Fleet and Facilities.
vi. Review Alarm Logs and provide Fleet and Facilities with a report.
vii. Update BAS system time.
viii. Verify BAS Equipment/Zone Set-Points.
ix. Provide report to Fleet and Facilities for recommended services or upgrades required

Semi-Annual Maintenance Requirements:
i. Back Up data base and provide Fleet and Facilities with a copy.
ii. Check and verify user interface functionality.
iii. Check Equipment BAS Run schedules.
iv. Check LAN communications.
v. Review Trend Logs and provide Fleet and Facilities with a report.
v. Verify remote access.

Annual Maintenance Requirements:
i. Check and calibrate all System Equipment for optimal performance.
ii. Checking BAS batteries and replacing when needed.
iii. Update software if necessary.
iv. Provide report to Fleet and Facilities for system improvements.

F. ON-CALL REPAIR AND MAINTENANCE SERVICES
Contractor shall perform on-call repair and maintenance services on an as-needed basis and as described below.
   a. Contractor shall arrive at the job site within a minimum of four (4) hours from the time of notification by Fleet and Facilities for on-call repair work.
   b. The Contractor shall provide for a written estimate for City approval prior to commencing any work.
   c. Quotes shall be a firm fixed not to exceed cost, inclusive of all labor, materials, supervision, etc.
   d. No additional costs will be allowed unless during the course of the work, something that could not have been reasonably known when creating the quote is discovered.
   e. On-Call services are not exclusive. The City reserves the right to contract for repair and maintenance services with other providers.

G. CONTRACTOR’S RESPONSIBILITIES AND DELIVERABLES
a. Responsibilities
   1. The Contractor shall be responsible for obtaining all necessary mechanical permits. All required permits shall be invoiced at the actual cost to the City. Cancelled permits must be turned into the City.
   2. The Contractor shall work with Fleet and Facilities to schedule all services so as not to conflict with previously-scheduled City programs and events.
   3. Contractor shall provide an inspection report after each scheduled inspection. The inspection report shall include a work order number, facility name and address, description of work, technician appointment time, start time and completion time, facility equipment, tasks performed on the City equipment, comments and the technicians signature. Contractor can provide additional information on the report; however, the above listed items are required.
   4. Contractor shall provide all necessary safety cones, barriers and equipment at the job site during the execution of work and alert building occupants of potential hazards. Contractor’s employees are to report any safety hazards, evidence of misuses or damages to the equipment or environmental problems directly to Fleet and Facilities.
   5. Contractor must coordinate lock-out/tag-out and confined space entry operations with Fleet and Facilities and inform Fleet and Facilities of the particular lock-out/tag-out and confined space programs that they will follow. In addition, Contractor must inform Fleet and Facilities of any hazards confronted or created in confined spaces either through a debriefing or during the entry operations.
   6. Contractor is expected to supply its employees with the proper personal protection equipment and energy control devices as necessary such as monitors, respirators, rescue retrieval systems, lock-out devices, tags, etc.
7. Contractor will not be allowed to utilize City-owned equipment, unless prior authorization by Fleet and Facilities has been provided.

8. The Contractor shall be responsible for the removal of all debris and refuse before leaving the work area and provide for proper disposal offsite.

9. Background Checks:
   i. The City reserves the right to request background checks, at the Contractor sole expense, and conduct its own background checks.
   ii. Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken. The determination of unsuitability is at the City’s sole discretion.
   iii. No employee will be allowed to provide HVAC services that has had a criminal conviction within the last ten years. All records received by Contractor as a result of background checks are to be retained by the Contractor for a period of three (3) years after contract expiration.

10. Contractor’s Employees:
   i. Contractor shall be solely responsible for the conduct and performance of the Contractor’s employees while at City facilities.
   ii. Contractor shall be solely responsible for the safety of Contractor’s employees and others relative to Contractor’s work, work procedures, materials, equipment, transportation, signage and related activities and equipment.
   iii. All work shall be performed with personnel regularly employed by the Contractor or subcontractor pre-approved by the City.

b. Deliverables

1. Work Order Required:
   i. For any maintenance or on-call service visit, the technician shall provide a clear and legible copy of the work order number furnished by the City from the Cityworks Asset Management Work Order System.
   ii. The work order shall show the City contact person, City authorization/task order number, date and time of arrival and departure, name of the technician performing the work, and notation of all materials used.
   iii. For any maintenance and repairs, time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be allowed.
   iv. All materials supplied shall be new or first-class condition.
   v. Refurbished materials must be submitted for to the City for approval prior to use and/or installation.
   vi. Copies of the work order shall be attached to invoices submitted for payment.

2. Maintenance Checklists:
   i. Contractor shall provide a copy of service maintenance checklists reflecting executed tasks on each item of equipment serviced at City. The checklists shall be of the same format recommended by the manufacturers and provided in their O&M Manuals preferably using their templates. Hand drawn sketches or tables will not be acceptable.

H. DELIVERY OF SERVICES

a. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the System Equipment and City facilities to insure the service can be completed in an orderly, safe manner.

b. Any shutdown of service and/or utilities must be pre-approved and scheduled with Fleet and Facilities prior to commencing any work.

c. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel necessary to accomplish the work required.
d. **Standards of Performance and Expected Outcomes:** The City of Shoreline will monitor contract performance for the following. Failure to satisfy these requirements may be cause for termination of the contact.

1. Only qualified HVAC technicians shall be utilized in performance of this contract.
2. Once started, work is to be completed in a timely and professional manner and shall continue without interruption until completed. For On-Call services, Contractor may be audited to ensure hours are accurate.
3. Contractor shall obtain pre-approvals for any service work that may be outside the scope of the specific assigned project. For example, if during a project it is discovered that unusual/timely repairs are required, Fleet and Facilities shall be immediately notified and the repair work approved prior to the work being commenced.

e. **Warranty**

1. Work performed under this contract shall meet or exceed all applicable requirements of the Codes.
2. The Contractor shall guarantee all work against any defects in workmanship to the extent the resulting work product shall remain functional and in good order for a minimum of one (1) year from the date of acceptance; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year. The date of acceptance shall be defined as the date of the final payment for the work on a specific assigned project.
3. Parts furnished under this contract shall be the latest models in current production, as offered to commercial trade, and shall be of quality material. Used, shop worn, demonstrator, prototype, reconditioned or discounted models are NOT acceptable, unless prior written approval has been given by the City.
4. Contractor warrants that materials and products it furnishes conform to the requirements specified, meet or exceed applicable Codes, and are of good merchantable quality and suitable for the purpose intended.
5. The Contractor shall unconditionally guarantee the materials used in performance of this contract are within the specified guidelines and recommendations of the manufacturer’s warranty.
6. Contractor shall provide Fleet and Facilities with all applicable manufacturer’s warranty documents upon completion of a specific assigned project and before leaving the job site.
7. Contractor shall assume full responsibility for damage to City property caused by Contractor’s employees, subcontractors, and/or equipment.

I. **PRICING**

a. **Labor:** Pricing is provided per Schedule 1 and Schedule 2 as listed on the Bid Proposal Sheet.

b. **Non-Scheduled Maintenance Materials:**

1. Materials and supplies provided by City: City, at its sole discretion, reserves the right to furnish all or a portion of the materials required for a job and deliver materials to the job site.
2. For materials provided by the City, the Contractor shall not charge for materials or handling.
3. Materials and supplies provided by Contractor: If Contractor procures materials and supplies, the City shall reimburse Contractor for actual cost of materials, including sales tax. Documentation of such material costs, such as copies of invoices for the
materials or other valid documentation, shall be furnished with the invoice to the City.

**Note:** The City shall reimburse the Contractor for materials as provided for in Schedule 3 of the Bid Proposal Sheet. The percentage markup provided on Schedule 3 does not apply to taxes and/or shipping and handling costs.

**J. PAYMENT PROCESSING**

a. Contractor shall be paid on the basis of correctly submitted forms and invoices for all work completed and acceptance of services.

b. Contractor shall submit invoices within thirty (30) days after completion of a scheduled maintenance service or on-call services. All invoices will be sent directly to Accounts Payable in the Administrative Services Department.

c. The cost to the City for materials and labor will be clearly noted on all invoices accompanied by supporting receipts.

d. The invoice must specifically note the contract number, number of hours worked, the hourly rate, total cost for services and City work order number.
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<th>Model and Serial # Information</th>
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<td>975XLU-5</td>
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<td>35</td>
<td>Canaris Booster Pumps – 1st floor Mechanical Rm</td>
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<td>D5121-48</td>
<td>WPB-1</td>
<td>na</td>
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<td>Wessel Hydropneumatic Tank – 4th Fl Janitorial Rm</td>
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<td>37</td>
<td>Rooftop Supply/Exhaust Fans</td>
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<th>Reference Paragraph in SOW</th>
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<tr>
<td>1</td>
<td>Carrier/Payne Gas Furnace 175,000 BTU ½ hp Fan Furnace #1-Gas</td>
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<td>Carrier F-1 (in cafeteria)</td>
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<td>Z158MX</td>
<td>15112</td>
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<tr>
<td>4</td>
<td>Carrier F-2 (game room)</td>
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<td>Trane AC Unit C (roof top)</td>
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