

**SPECIFICATIONS &
CONTRACT DOCUMENTS**

FOR

**HVAC MAINTENANCE/SERVICE
CONTRACT**

CITY OF MORaine, OHIO

MONTGOMERY COUNTY

February 2014

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LEGAL NOTICE
ADVERTISEMENT FOR BIDS

The City of Moraine will receive sealed bid proposals for **HVAC MAINTENANCE/SERVICE CONTRACT** until **Thursday, February 27, 2014 at 10:00 a.m.** local time, at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio, 45439 at which time and place they will be publicly opened and read aloud.

Copies of the specifications, proposal and contract forms are available on the City's website: www.ci.moraine.oh.us, "About the City" tab, "Legal Notices" on dropdown menu. Electronic copies may be obtained at no charge, but must be requested no later than Thursday, February 20, 2014, at 9:00 a.m. Hard copies are available at 4200 Dryden Rd., Moraine, Ohio for \$25.00, and must be requested no later than Monday, February 17, 2014, at 5:00 p.m. by calling (937) 535-1050.

A pre-bid meeting and walk-through will be held on Thursday, February 20, 2014, at 9:00 a.m. at Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio.

Each proposal shall be signed with the full name and business address of each interested company and shall be accompanied by a security bond issued by a bonding company authorized to do business in the State of Ohio, or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the submitted main contract proposal. Bond or certified check must be payable to the City of Moraine as a guarantee that if the proposal is accepted, a contract will be executed and its performance secured by a satisfactory bond in the amount of one hundred percent (100%) of the contract price or irrevocable letter of credit.

The proposal must be made on the forms provided in the Contract Documents, or a copy thereof, with a price quoted for the proposed maintenance services.

City Council reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the bids received, or to accept any proposal which is deemed most favorable to the City of Moraine.

David D. Hicks, City Manager

Advertised: Monday, February 3, 2014
 Monday, February 10, 2014

BIDDING INFORMATION

All bids must be submitted on forms provided in this packet. Bids must be regular in every respect and no changes, deletions, or special conditions shall be made or included in the bid form.

Bid documents shall be submitted in a sealed envelope, marked with the Bidder's return address, and be labeled "Bid Documents for HVAC Maintenance/Service Contract" and addressed as follows:

To: David Hicks
City Manager
City of Moraine
4200 Dryden Road
Moraine, OH 45439

Bid Documents for: **HVAC Maintenance/Service Contract:**

- Municipal Building
- Civic Center
- Recreation Center
- Streets Garage & Office complex
- Fire Houses #28, #29, #30

Bid Opening: Thursday, February 27, 2014, at 10:00 a.m. local time.

No Bidder may withdraw its bid after the specified time of the opening of the bids.

A pre-bid meeting and walk through will be held Thursday, February 20, 2014, at 9:00 a.m. at Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio.

NO FURTHER INSPECTIONS OR QUESTIONS WILL BE PERMITTED AFTER THE PRE-BID MEETING AND WALK-THROUGH.

CONTRACTOR'S ALERT

REMINDER

If you are the successful bidder for work on any state, county, township, municipal corporation, school district, or other political subdivision of the State of Ohio, please keep in mind that if after award of the contract you are required to perform additional work as a result of the enactment or amendment of any statutes, ordinances, and regulations, including but not limited to those dealing with prevention of environmental pollution, then you are entitled to a change order for the cost of said additional work plus reasonable profit. The owner must issue a change order describing said additional work to you. **NOTE: You are not entitled to payment until an approved change order has been issued.**

INSTRUCTIONS TO BIDDERS

1. Bidding documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Legal Notice or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid for, and contract forms. The proposed Contract Documents consist of the form of agreement between the Owner and Contractor, Conditions of the Contract (General, Supplemental, and other Provisions), Specifications and all Addenda issued prior to the execution of this Contract.
2. The Bidder, by making a Bid, represents that:
 - A. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance herewith.
 - B. The Bidder has read and understands the Bidding Documents or contract documents to the extent that such documentation relates to the work for which the Bid is submitted.
 - C. The Bidder has visited sites, become familiar with local conditions, become familiar with the equipment listed in the Contract Documents, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents and shall report to the Superintendent errors, inconsistencies or ambiguities discovered.
 - D. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
4. Addenda
 - A. Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.
 - B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
 - C. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one that includes postponement of the date for receipt of Bids.

- D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and Bidder shall acknowledge receipt in the Bid.
5. Bidding Procedures – Form and Style of Bids
- A. Bids shall be submitted on forms identical to the form included with the Bidding Documents.
 - B. All blanks on the bid form shall be filled in by typewriter or manually in ink.
 - C. Where indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
 - D. The signer of the Bid must initial alterations and erasures.
 - E. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
6. Bidding Procedures – Submission of Bids
- A. All copies of the Bid and other documents required for submission with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
 - B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
 - C. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
 - D. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

- E. A Bid must remain open for acceptance for a period of sixty (60) days from the date of bid opening. A bid may be extended thereafter upon mutual agreement of the Owner and the Bidder.
7. Bidding Procedures – Modification or Withdrawal of Bid
- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
 - B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of such Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
 - C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided they are then in full conformance with these Instructions to Bidders.
8. The Owner is soliciting Bids pursuant to the bid process. If the Owner awards a Contract, it shall be to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by any data required by the Bidding Documents, or reject a Bid that is in any way incomplete or irregular.
9. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the bidding Documents, and to determine the low Bidder on the basis of the sum of the base Bid and Alternates accepted.
10. Bidders to whom award of a Contract is under consideration shall submit a Contractor's Qualification Statement.
11. Persons and entities proposed by the Bidder and to whom the Owner and Superintendent have made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with written consent of the Owner and Superintendent.
12. **This is a prevailing wage job and the successful Bidder must comply with all applicable laws, rules and regulations applicable thereto.**

DIVISION I – GENERAL PROVISIONS

Definitions and Terms

SECTION 1. Whenever used in these specifications, or in any documents or instruments used in connection with a Contract where these specifications govern, the following terms are used (or pronouns in place of them). The intent and meaning of the terms shall be interpreted as follows:

1. Owner City of Moraine, Ohio
2. Superintendent Superintendent, Maintenance Division, City of Moraine, Ohio
3. Inspector Authorized representative of Superintendent, Maintenance Division, City of Moraine, Ohio
4. Clerk The Clerk of the City of Moraine, Ohio
5. Legal Advisor The licensed attorney for City of Moraine, Ohio
6. Bidder Any person, firm, partnership, or corporation submitting a proposal for the project, acting directly or indirectly through a duly authorized representative
7. Contractor The person, firm, partnership, or corporation to whom the Contract is awarded by the Owner, and who is subject to the terms thereof
8. Subcontractor A person, firm, corporation, other than the Contractor, supplying labor and materials or labor for work at the site of the project
9. Proposal The order of the Bidder to perform the work on the project when made out and submitted on the prescribed proposal form, properly signed and guaranteed
10. Contract The written agreement between the City of Moraine, and the Contractor covering the performance of the work on the project and furnishing of labor and/or materials in the completion of the work
11. Project The entire public improvements, maintenance, and repairs proposed by the Owner to be completed in part or in whole pursuant to the within Contract.
12. Contract Documents This item includes all statements and provisions described in this text and in any drawings.

Interpretation of Contract Documents

SECTION 2. If any person, firm, or corporation who contemplates submitting a proposal for this Contract is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, he may submit to the Superintendent a written request for an interpretation thereof, and the person, firm, or corporation submitting the request shall be responsible for its prompt delivery. No interpretation of these Documents will be made except through an Addendum duly issued by the Superintendent, and a copy of such Addendum will be mailed or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance of such Addendum prior to the receipt of Bids and such Addendum shall be attached to and become part of these specifications.

Personal Examination

SECTION 3. Bidders are required to satisfy themselves by personal examination of the Contract Documents and investigation at the sites of the proposed work as to the conditions existing and the difficulties likely to be encountered in the completion of the work.

No pleas of ignorance of conditions that exist or may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for extension of time.

Proposals

SECTION 4. Any bidder may withdraw its Proposal, providing its written request is received by the Owner prior to the specified time of the opening of bids, or it may change or modify its Proposal in the same manner in which such Proposal was originally submitted, but no bidder may withdraw its Proposal after the specified time of the opening of bids. Proposals received after the specified time of the bid opening will be returned to the bidder unopened.

Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if the telegram is received in writing by the Owner prior to the specified time of the opening of bids.

Preparation and Submission of Bids

SECTION 5. All bids shall be submitted on the forms furnished or copies thereof. An authorized representative of the bidder shall sign the documents in ink. Erasures or changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner; however, the

Owner reserves the right to accept or to reject any or all Proposals and to waive defects or technicalities as Owner may deem best for this interest.

Whenever in any Contract Documents an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, it is done for the express purpose of establishing a basis for the type of function, quality, durability and efficiency, and not for the purpose of limiting competition.

Proposals with all required supporting documents shall be sealed in an envelope that shall have the following information inscribed: the name of the bidder, bid for (give title as advertised), bid opening date.

Competency of Bidders

SECTION 6. The Owner requires that the bidder shall furnish satisfactory evidence that bidder has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form "Experience Statement." The Contract shall be awarded to the bidder that offers the lowest and best Proposal as determined by the Owner.

Proposal Considerations

SECTION 7. The Owner reserves the right to accept, to reject, or waive any informalities in any Proposal made for the service considered herein. Bids will remain open for sixty (60) days for the Owner to evaluate Bids.

Final Award

SECTION 8. The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of the "Notice of Award" from the Owner. The Contractor shall, within twenty (20) business days from the date of the acceptance of the Bid, furnish to the Owner a copy of the required proof of Insurance Coverage; and shall sign the "Form of Contract." The Contract shall be considered as awarded after the Contract has been signed by the legally authorized representative(s) of the Owner; the Owner is satisfied as to the proof of insurance coverage; and the authorized representative(s) of the Owner have affixed their signature(s) thereto.

Forfeiture of Contract

SECTION 9. If the person or persons to whom the Contract has been awarded has not executed the "Form of Contract" and provided the Proof of Insurance within twenty (20) business days as specified in the section entitled "Final Award," the person or persons shall be considered in default thereof. The project may then be re-advertised or let to the next lowest or next best bidder, as the Owner may determine.

Subcontracting

SECTION 10. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are not performed by a general contractor, provided:

- a. The Contractor shall not award any work to any subcontractor without prior approval of the Owner.
- b. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the Contractor.
- c. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- d. Nothing contained in these Contract Documents shall create any contractual relationship between the Owner and the subcontractor.

Contractor's and Subcontractor's Insurance

SECTION 11. The Contractor and/or subcontractor on this work will be required to take out and maintain during the life of this Contract, the comprehensive commercial insurance listed below, and approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the Owner and authorized representatives from all claims incurred by the action(s) of the Contractor and/or subcontractors in completion of this work.

- I. Compensation and Employees' General Liability Insurance
The Contractor shall procure and shall during the life of this Contract hold Workers Compensation coverage for all of Contractor's employees to be engaged in work under this Contract; and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation coverage. The Employees Liability limit shall be as provided by statutory requirements of the State. In case any class of employees is engaged in hazardous work protected under the Workers Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide

Employer's General Liability Insurance for the protection of such of his employees not otherwise protected.

II. Public Liability and Owner's or Contractor's Protective Insurance

The Contractor shall take out and maintain this type of insurance and shall require any of his subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them.

A. (Comprehensive) Automobile Liability Coverage:

- i. Bodily injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident.
- ii. Property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident.

B. (Comprehensive) General Liability Coverage:

- i. Bodily injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
- ii. Property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, and an aggregate liability of Two Hundred Fifty Thousand Dollars (\$250,000.00).

III. Scope of Insurance and Special Hazards

The insurance required under paragraph II hereof shall be primary insurance and provide adequate protection for the Owner, its elected officials, employees, or volunteers, Contractor and subcontractor respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by Contractor, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the Owner as named insured and will provide that such policy will not be canceled until after the Owner shall have been given twenty (20) business days written notice of the proposed cancellation. Contractor's insurance shall be the primary insurance, and any insurance maintained by Owner, its elected

officials, employees, or volunteers shall be excess to the Contractor's insurance and shall not contribute to it.

Contractor agrees to hold Owner harmless and indemnify Owner, its elected officials, employees, and volunteers for any and all claims resulting from the actions of the Contractor, its officials, employees, volunteers, and any subcontractors.

Laws, Ordinances, and Regulations

SECTION 12. The Contractor shall keep fully informed of and shall carefully observe and comply with all federal, state, county, city and local laws, ordinances, rules, permits, licenses, or inspections; the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work, and the Contractor will be required to indemnify and save harmless the Owner and all his officers and agents against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree, whether by Contractor or Contractor's employees or subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, Contractor shall promptly notify the Owner, and any necessary adjustment of the Contract will be made as specified under the section herein entitled "Changes in the Work."

Patents

SECTION 13. The Contractor will be required to indemnify, keep and save harmless the Owner and his officers and agents from all liabilities, judgments, costs, damages, or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the work under this Contract, or by reason of the use of patented designs furnished and incorporated into the work by the Contractor and accepted by the Owner, excepting equipment furnished by the Owner.

In the event that any claim, suitor action at law, or equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the Owner, to protect Owner against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

Taxes

SECTION 14. The Contractor will be required to pay, without additional expense to the Owner, all federal, state, local sales, and any other taxes that may

be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the sites of the projects. The Owner will provide State Sales Tax Exemption for materials or equipment incorporated in the work where such is applicable.

Assignments

SECTION 15. The Contractor may not assign the whole or any part of this Contract or any moneys due and/or to become due hereunder without written consent of the Owner and/or of all sureties executing any bonds on behalf of the Contractor. In case the Contractor should assign all or any part of moneys due and/or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

Mutual Responsibility of Contractor

SECTION 16. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor suffers loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. However, if such other Contractor or subcontractor should assert claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the Owner against any such claims.

Supervision of the Work by Contractor

SECTION 17. The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Superintendent. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week, until the term of this Contract has expired.

Control of Work by Owner

SECTION 18. The Owner will control the work under this Contract through the Superintendent or his duly appointed representative.

The Contractor shall at all times provide to the Superintendent any papers, receipts, or work orders pertaining to work under this Contract, showing that such work is being performed and is being done strictly in accordance with specifications.

The Superintendent, or his authorized representative, shall in all cases determine the amount, quality, acceptability, and fitness of the kinds of work and materials which are used under terms of this Contract. He shall also determine all questions in relation to said work and the performance thereof and decide every question which may arise relative to the fulfillment of this Contract on the part of the Contractor.

The Superintendent, or his authorized representative, reserves the right to inspect the materials furnished and work done under this Contract. He is also hereby empowered to reject and refuse all work and materials and the method of application of any part thereof that does not comply in any manner with specifications or drawings. The inspection approval, or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter, during the existence of this Contract, should said work or materials be found not in accordance with this Contract.

The absence of the Superintendent or his duly authorized representative from the site of the work for any reason whatsoever does not relieve the Contractor from his responsibility for compliance with all terms of these specifications and Contract obligations.

Should defective work or materials be suspected, the Contractor shall make available the finished work for the purpose of examination as the Superintendent or his authorized representative designates. Should the work prove unsatisfactory, the Contractor will take immediate action to correct the work to the satisfaction of the Owner.

If the Contractor neglects or refuses to correct the work within three (3) business days of notification of said defective workmanship and/or materials, the Superintendent may correct or cause same to be corrected and satisfactorily completed by Contractor or otherwise as he may deem expedient, and charge the expense thereof to the Contractor. The expense so charged will be deducted and paid by the Owner out of such moneys as are due or may become due under this Contract, or if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary moneys, they shall be provided by Contractor's insurance.

If in the opinion of the Superintendent, or his designated representative, an emergency arises that jeopardizes continuity of service and/or public health, welfare, or safety, and the Contractor is unable to remedy the situation at the time it exists, the Owner reserves the right to immediately take steps to have the situation remedied and the Contractor shall be liable for all expenses incurred in making these repairs. Notice of such action to Contractor will not be required when such an emergency exists.

Changes in Work

SECTION 19. The Owner reserves the right to make changes in equipment and specifications for the duration of this Contract. The Superintendent shall notify the Contractor in writing about all changes in equipment and specifications.

Payments to Contractor

SECTION 20. The Owner will make payments to Contractor based on the amount specified in the Contract Documents on a monthly basis. Said Contractor will furnish to the Owner a written invoice, mailed or delivered to Owner on a monthly basis, requesting payment for the contracted service. The monthly payment invoices does not waive the right of the Owner to require the fulfillment of the terms of the Contract Documents.

Owner's Right to Withhold Certain Amounts And Make Applicable Thereof

SECTION 21. The Contractor may be required by the Owner to furnish from time to time satisfactory evidence that all persons who have done work or furnished materials under this Contract, or who may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured, and in case such evidence is not furnished as aforesaid, the Owner may withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- A. Payments that may be past due or payable for just claims for labor or materials furnished in and about the performance of the work or for damages sustained under this Contract;
- B. Defective work not remedied as hereinbefore provided; and
- C. Failure of the Contractor to make proper payments to subcontractors.

The Owner shall have the right to act as an agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom; and the Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor, but it shall be understood and agreed that the Owner thereby assumes no obligations toward any claimant under this provision.

It is mutually agreed by and between the parties hereto that if the Contractor shall fail to carry out the work in accordance with these Contract Documents, the Owner may retain from the moneys that are, or which may become due said Contractor, the Owner's estimated cost of completion of the work.

The Right of Owner to Terminate Contract

SECTION 22. In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his subcontractors, the Owner may serve written notice upon the Contractor of Owner's intent to terminate such Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) business days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) business days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Contractor. The Owner may take over the work and prosecute same to completion by contract for the amount and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials and appliances as may be on the site of the work and necessary therefore.

Other Contracts

SECTION 23. The Owner reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work herein described, and to order the start and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contracts, under such arrangements for joint occupation of the site of the work as the Superintendent may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's work; but, if in the judgment of the Superintendent the joint occupation of the site of the work by two (2) or more Contractor's working on different Contracts at the same time actually impeded progress of the work herein described, then, with the approval of the Owner, the specifications for completion of the work may be altered.

Suspension of Work

SECTION 24. The Owner reserves the right to suspend the whole or any part of the work to be done hereunder if work is not proceeding in accordance with the Contract Documents, without compensation to the Contractor for such suspension. The Superintendent shall issue such suspension in the form of a written "Stop Order."

No Waiver of Contract

SECTION 25. Neither an extension of time for any reason beyond the terms of the Contract Documents, nor the acceptance of the whole or any part of the work by the Superintendent, shall be deemed to be a waiver by the Owner of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

Delays

SECTION 26. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the contractor, including, but not restricted to acts of God, or the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall, within ten (10) business days from the beginning of such delay, notify the Owner in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive to the parties thereto.

No Estoppel

SECTION 27. Neither the Owner nor his appointee shall be precluded or estopped by any return or certificate made or given by the Owner or his appointee under any provisions of this Contract, at any time (before the expiration of this Contract) showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not conform to the Contract Documents, and the Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the Owner if it subsequently appears that Contractor has willfully or fraudulently or through collusion with the representatives of the Owner in charge of the work, supplied inferior materials or workmanship, or has departed from the terms of the Contract Documents, notwithstanding the acceptance of said work and the payment by the Owner of required monthly Contract amounts.

Guarantee of Work

SECTION 28. The Contractor shall guarantee all the work for a period of one (1) year from the date of expiration of the Contract or from the date of particular work against defects resulting from use of inferior materials, equipment, or workmanship.

The Contractor will be required during the life of the Contract to make all repairs in the guaranteed work, which in the opinion of the Owner are necessary as the result

of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract Documents.

The Contractor shall promptly, upon receipt of notice from the Owner and without expense to the Owner, remove and replace all unsatisfactory work with suitable materials and equipment.

Failure by the Contractor to proceed with these terms shall be sufficient reason for the Owner to have the defects corrected, and the Contractor shall be liable for all expenses incurred by the corrections.

Release of Claims

SECTION 29. The Contractor will be responsible for obtaining from his subcontractors the affidavits and release of liens, if any, for the subcontractor's portion of the work. The subcontractor's affidavits and releases of liens shall be made out jointly to the Contractor and to the Owner.

Contract Release

SECTION 30. The Contractor's acceptance of payment shall operate as, and shall be a release to the Owner and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to or affecting the work under these Contract Documents, or for any act and neglect of the Owner, or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor from any obligations under these Contract Documents.

Legal Requirements

SECTION 31. The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

Protecting Existing Buildings and Structures

SECTION 32. The Contractor shall, at his own expense, shore up and protect any buildings, or other public or private structures that may be encountered or endangered in the prosecution of the work. He shall repair and make good any damage caused to any such property by reason of his operations.

Accident Prevention

SECTION 33. The Contractor shall be held responsible for all accidents and shall indemnify and protect the Owner from all suits, claims and action brought against it, and all cost for liability to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or

carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or materials used.

The Contractor shall exercise every precaution at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. This protection includes barricades and warning signs as needed.

The Contractor shall comply with the safety provisions of applicable laws and building codes. All hazards connected with the use or installation of machinery and equipment shall be guarded against or eliminated in accordance with applicable laws and building codes.

Work Site Availability

SECTION 34. The Contractor is required to become familiar with the locations and areas that are available for the commencement of work in order to prepare work schedules accordingly and to commence work on available sites.

Anti-Discrimination Clause

SECTION 35. The Contractor agrees:

1. that in hiring of employees for the performance of work under this Contract or any subcontractor, no Contractor, subcontractor, or any person acting on his behalf shall, by reason of race, sex, creed or color, discriminate against any citizens of the State in the employment of labor or workers who is or are qualified and available to perform the work involved within the Contract;

2. that no Contractor, subcontractor, or any person acting on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, sex, creed or color.

Wage Rates

SECTION 36. The Contractor or subcontractors will be required to pay each laborer, workman or mechanic engaged in work on the Project under this Contract not less than the minimum basic hourly wage rate plus certain fringe benefits, as predetermined by the Department of Industrial Relations of the State of Ohio in accordance with Section 4115.03 through 4115.16 of the Ohio Revised Code. The current schedules for the prevailing wages for this area in Ohio are considered part of these Contract Documents. Each Contractor must comply with all sections of 4115 of the Ohio Revised Code.

The Contractor shall post on the exterior of the Contractor's office the prevailing wage schedule. The wage schedule shall be placed in a conspicuous location protected from the weather and elements.

The Contractor or Contractors must, prior to final payment, file a notarized affidavit certifying that the prevailing wages have been paid on this project.

Optional Contract Renewal

SECTION 38. The Owner and Contractor may agree to renew the terms and conditions of this Contract for an additional one (1) year term. The one-year Contract shall be for one-third the amount of the original three-year agreement. Renewal may be made up to three (3) times in one (1) year increments.

Owner shall offer this renewal option a minimum of ninety (90) calendar days before expiration of the current Contract with written notice to Contractor. Contractor shall have thirty (30) calendar days to accept or decline such offer. If renewed, Contract shall include all original bonds, insurance, and updated Contractor obligations.

DETAILED SPECIFICATIONS

FOR THE HVAC MAINTENANCE/SERVICE CONTRACT FOR MORaine Municipal Building, Civic Center, Recreation Center, Street Garage & Office Complex, and Fire Houses #28, #29, #30

The specifications listed below are for a complete mechanical maintenance program for three (3) years at the following mailing address:

City of Moraine
Attn: City Manager
4200 Dryden Road
Moraine, Ohio 45439-1495

GUARANTEED FULL MAINTENANCE PROGRAM

It is understood that this is a full maintenance contract to cover all labor and material, including the repair or replacement of non-moving parts of heating, ventilating, and cooling equipment such as piping, sheet metal, ductwork, unit casing, etc. for the covered equipment.

Under the terms of this agreement, the Contractor's responsibility for injury to persons or property shall be limited to injury caused directly by Contractor's negligence in performing his operations under this agreement, and in no event shall the Contractor be liable for special or other indirect damages. The Contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond our control.

This contract shall remain in effect for three (3) years.

Emergency response for service must be answered within thirty (30) minutes of the initial call. The service response time will be within two (2) hours of the initial call. The maximum response time for an unscheduled service will be two (2) hours.

The Contractor shall furnish all job labor, and travel labor, including overtime, and other labor-related expense required for all planned service activities, and for service resulting from normal building environmental conditions. All repairs and replacement labor, including labor and transportation cost required for parts or equipment procurement, will be the Contractor's responsibility. The Owner will be notified in advance to arrange Contractor's access to buildings at 8:00 a.m. local time.

SPECIAL NOTE: Service to equipment located in the Moraine Police Department basement property room must be prearranged. All Contractor personnel entering the Police Department property room must be accompanied by a duly authorized Moraine Police Department representative. The police representative must remain with the Contractor at all times while in the property room. Contractor is prohibited

from entry to the property room without said police representative. The City will make every effort to have police personnel available as needed.

The Contractor will furnish parts, supplies, equipment components (i.e., necessary smoke alarms and safety devices, pumps, pressure switches, condensation pumps, circulating pumps, etc.), and replacement equipment required to keep the systems operating properly. It is the Contractor's responsibility to replace such items in a timely and expeditious manner. All items furnished shall be new, rebuilt, or reconditioned parts to meet manufacturer's specifications. All items are subject to acceptable performance as evaluated by the Superintendent or his duly appointed representative.

Labor furnished for all work (preventive maintenance, regular inspections or replacement of parts or equipment) must consist of at least one person holding a journey person classification or equivalent. Documentation must be presented to verify a minimum of 576 classroom training hours and 800 hours of on-the-job training under approved supervision while registered as an apprentice, or equivalent training. The journey person must also have certification of proper training in systems controls in DDC and continuing education in order to properly service the equipment in the Civic Center, Municipal Building additions, and Recreation Center.

Bids shall include the name(s) of the proposed personnel and copies of aforementioned certifications. Other personnel may be substituted during the life of the contract with acceptance of the proper certifications by the Superintendent or his designee.

The Contractor shall provide the Superintendent or his designee work order forms citing:

- #1. Regular *quarterly* maintenance reports citing:
 - a. Labor hours used
 - b. Materials used
 - c. Parts replaced, including manufacturer's name, model number and serial number for each piece of equipment at each site

- #2. Regular *annual* maintenance reports citing:
 - a. Labor hours used
 - b. Materials used
 - c. Parts replaced, including manufacturer's name, model number and serial number for each piece of equipment at each site

Any equipment deemed unserviceable or approaching an unserviceable condition shall be immediately reported to the Superintendent or his designee. The Superintendent will make a determination concerning repair or replacement for that equipment. Contractor may bid for replacement equipment cost, including one-half of the labor charge. The City reserves the right to accept or seek qualified bidder for replacement equipment only.

All replacement parts shall be by the original manufacturer or shall be approved by the Superintendent or his agent before installation.

EQUIPMENT COVERAGE

All equipment and hybrid control devices (original Parker controls are obsolete) listed in the Bidder's equipment inventory will be fully covered by this Contract, including internal and external moving parts, control valves, motors, and room thermostats and temperature monitoring devices.

Air-cooled condensers will be thoroughly cleaned, using washing equipment and proper chemical detergents a minimum once a year.

All coils and other heat transfer surfaces, tubes, and fins, etc. shall be inspected regularly, on a semi-annual basis. If such is found to be filmed or dirty, the Contractor will clean them in an appropriate manner. All boilers shall be inspected quarterly for obstructions. All burners shall be inspected quarterly.

Safety testing and inspections: The Contractor will include all required labor to open or disassemble equipment for testing and inspection by State or other authorized agencies as directed by the Owner. Upon completion of such inspections, the Contractor shall re-assemble and re-start the equipment. All of this shall be completed in accordance with manufacturer's recommendations or other universally accepted methods.

Stipulations under this maintenance agreement include specifications set forth by the Owner in the bid specification package.

EXCLUSIONS

- I. The Contractor will not be held responsible for failures of equipment damage due to non-maintenance related causes.
 - A. Acts of God such as windstorms, hail, lightning, flood waters, and earth tremors
 - B. Domestic hot and cold water piping systems and/or fixture failures
 - C. Fire
 - D. Vandalism and/or theft
- II. Other exclusions
 - A. Changes in design, including the addition or relocation of HVAC equipment by the Owner

- B. Piping systems in place except where straps are visible and repairable.
- C. Changes caused by building remodeling, wherein equipment may be moved and/or damaged during the work phase. Once in place and fully operational, the equipment again is covered under this Contract.
- D. Delays due to unavailability of replacement parts or equipment
- E. Moving, altering, or replacing part of the building structure
- F. Power outages or other interruptions of utility services

SCHEDULE OF PAYMENTS

Payments for services shall be made in equal monthly installments upon receipt of invoice. The monthly payment schedule shall remain in force for the life of the contract.

The Contractor will be readily accessible for consultation on any HVAC requirements at no additional cost.

COVERAGE

This contract covers all items listed in the section "Maintained Equipment List." All equipment listed is in maintainable condition, agreed upon at the time of Contract signing. If any equipment is deemed non-maintainable by any bidder, it shall be brought to the attention of the Superintendent or his designee at the time of inspection, and the so-deemed equipment shall either be restored to maintainable condition by the Owner or eliminated from the Contract equipment list in writing, as agreed by both parties.

It is understood that the repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this contract. Repair or replacement of non-maintainable parts of the systems, such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, insulating material, electrical wiring, hydraulic and pneumatic piping structural supports, and other non-moving parts, included under this contract, where problems occur due to a failure of visually-inspected, associated valve packing, mounts, straps, and cages, or other apparatus holding the equipment in place, is included, except as specified in the maintenance schedule.

Automatic valve and automatic damper maintenance and repair, including labor required for their removal and reinstallation, are included in this agreement.

Maintained Equipment List

Equipment inventory is believed to be accurate, but is not guaranteed. The City of Moraine has made every effort to ensure accuracy.

Municipal Building

No. of Units	Unit description
2	<p>Water boilers</p> <p>Left water boiler, gas fired Bryant steel tube boiler Model CL-90-ST, Serial No. 34080 Input 900,000 BTR/Hour Output 720,000 BTU/Hour 1970 water 60 lb. Min. relief valve cap. 1070 lbs./hour Bryon Steam Corp., Peru, IN One ½" gas line at boiler</p> <p>Right water boiler, gas fired Bryant steel tube boiler Model CL-90-ST, Serial No. 34079 Input 900,000 BTR/Hour Output 720,000 BTU/Hour 1970 water 60 lb. Min. relief valve cap. 1070 lbs./hour Bryan Steam Corp., Peru, IN One ½" gas line at boiler</p> <p>Each boiler has a draft inducer fan L.J. Wing Mfg. Co. Size 10 DI 1/6, Serial No. DI-35037 ¼ H.P. G.E. motor 115/1/60 1735 RPM, Frame 48, 4.9 AMPs Model 5XBG015D</p>
2	<p>Hot water circulating pumps in hot water supply line #1 and #2; (One pump is always on standby) Fairbanks Morse Pumps Stages 1, Size 3", Figure 5532 Frame 1, Total Head 38 GPM 120 Serial No. K2P1059482, RPM 1750, Pump Dis. 6-5/8</p>

No. of Units	Unit description								
2	Chilled water pumps in return line Pumps #1 and #2 (One pump is always on standby) Fairbanks Morse Pumps Stages 1, Size 4", Figure 5533R Serial No. K2P1059481, RPM 1750, GPM 180								
1	Main blower coil unit for building, Trane Climate Changer Type H41, Serial No. KOF176358 with chilled water coil Filter Housing Cambridge Filter Corp. Syracuse, NY 13201, Sales #F06123 Model SCD-50-80, Serial No. 56039								
1	30 H.P. Delco blower motor 208/3/60. Frame 286T, RPM 1750, Belt drive – 3 belts								
1	Honeywell Pneumatic Control System Honeywell tank ONLY <table border="0"> <tr> <td><u>Left</u></td> <td><u>Right</u></td> </tr> <tr> <td>Dayton</td> <td>Dayton</td> </tr> <tr> <td>Model #2Z050B</td> <td>Model #2Z050B</td> </tr> <tr> <td>Serial No. AV0004865</td> <td>Serial No. AV0005000</td> </tr> </table> Baldor Motor Cat. M3112, Spec. 34-1238-883 Frame 56; H.P. ¾ 3 PH	<u>Left</u>	<u>Right</u>	Dayton	Dayton	Model #2Z050B	Model #2Z050B	Serial No. AV0004865	Serial No. AV0005000
<u>Left</u>	<u>Right</u>								
Dayton	Dayton								
Model #2Z050B	Model #2Z050B								
Serial No. AV0004865	Serial No. AV0005000								
1	Ingersoll Rand air cooled package refrigerant system for moisture removal of compressed air. Model #1, Volts 115/1/60; Serial No. 1AD0870042								
1	Rheem-Rudd water heater, Model G75-125, Serial No. URNG 1201G01288, 75 gal.; Input BTU 125,000 Installed 10/7/2002								
1	5 H.P. Reliance blower motor in main return air duct 1740 RPM, 208/3/60 Frame 184T, Type P, Insul B Indent. EP18G25A, 15 AMPs, Belt drive – 2 belts								
1	Crown sewage ejector								

Size 3 Fung, Cap. 100 GPM, Model 3C010-0080-001
25-ft. head, Serial No. 70-521
GE motor, 1155 Ram, 208 volt, Frame 184T

- 3 Core 1 3/8" Spor. liquid line drier
- 39 Reheat coils in duct with control valves
- 2 Cabinet blower coil units located in wall of rear hallways
- 3 Large rooftop units (on Parker Controls)
Model #48TJE007-521
 - *a) Serial No. 1998G21480
 - *b) Serial No. 1998G21497
 - *c) Serial No. 1998G21478
- 4 Blower coil units
- 7 Exhaust fans fractional H.P.
- 1 Sump pump
- 1 Rooftop packaged unit SE of building
Bryant 7-1/2 ton (new heat exchanger 2003)
Model # 580CPU036074; Serial No. 2992G42677
New condenser fan motor, fan blade, capacitor 9/2013
- 1 McQuay chiller, Honeywell Pneumatics (new in 2000)
Model #AGZ065AS42ER10
Serial #STNU000300101
Condensor fan motor and capacitor replaced 9/2013
- 2 Zoeller sewage pumps (pump in pit)
- 1 Water heater, 100-gal. electric
A.O. Smith, 119 gal., Model No. DRE 120
208 volts, Serial No. MH 98-0757833-917

Garage

- 2 Blower coil units

Police Department side

- 1 Rooftop Carrier package unit, gas heat (on Parker Controls) Model #48TJE007-521; Serial No. 1298G21279
- 1 Carrier Rooftop Unit Model: 48TCED14A2A5-0A0A0
Installed 11/2/2011
- 1 Split system
Rooftop condenser Model #38CKC036510
Serial No. 2398E13013
- 1 Air handler -- basement
Model #FC4BNF042; Serial No. 2898A25089
H-41 ROF176358
- 1 #1 Two-ton RTU Carrier
Model 50JS-024---301—
Serial No. 4400G10756
- 1 Ruud RTU (services basement property room)
Model UAND-036JA2; Serial No. 7297M240708678

P.D. basement property room (service personnel must be accompanied by an authorized P.D. representative at all times)

- 1 Ruud air-cooled condensing unit
Model UHSA-HM3617JA; Serial No. M030703338
Installed July 31, 2007
- 1 Condensation pump

P.D. weight room

- 1 Condensation pump

Recreation Center

No. of units	Unit description
1	RTU 6, Carrier 48EWD038 single package gas heat/electric cooling unit 33 tons cooling capacity Model No. 48TJF016678YA Serial No. 3099F36996 Unit I.D. 400,000 MBH heating capacity

- 1 gym unit with micrometal economizer
Heat exchanger replaced October 2013
- 2 Carrier 48TJE009 single package gas heat/electric cooling units
8.5 tons cooling capacity
180,000 MBH heating capacity
Unit I.D. Nos. 2 incorporates Parker Zone Control System
No. 4 – supplies Teen Room
- 4 Carrier 48TJE014641 single package gas heat/electric cooling unit, Serial No. 1300G34076
12.5 tons cooling capacity
250,000 MBH heating capacity
Unit I.D. – 3 Stor/Corr/Weight, 5 – Aerobics, 10 – Corr 106,
11 – Corr 107
- 3 Carrier 48TJE008 single package gas heat/electric cooling units
15 tons cooling capacity
300,000 MBH heating capacity
Unit I.D. – 6 meeting room with micrometal economizer
- 3 Carrier 48TJE008 single package gas heat/electric cooling unit
7.5 tons cooling capacity
180,000 MBH heating capacity
Unit I.D. – Nos. 7 – Restroom/Corr with micrometal economizer, No. 8 – Children’s area, No. 9 – Game Room
48TJE008---621
- 1 Office and storage runs upstairs are on Parker Controls
- 1 A.O. Smith water heater
Model #DW1080S112E
Serial No. 112F9951571
1,080,000 BTU
Part #DW1080E02N400000
New flow switch 4/2013
- 1 Green Heck intake fan
Model #TCBRS-1-9-4
Serial No. 00E00669MARKSF-1
- 1 Green Heck exhaust fan

Model #GB180-10X; Serial No. 00C27687MAREEF-1

1 Whirlpool water heater (shell area)
Model No. EE3Z50R0055V; Serial No. 0243129772

1 Ice maker (self-contained) and condensation pump

Civic Center

Cooling

Heating

System A – Split System:
Electric cooling and gas heating

Carrier 12 Ton
Model #38AKS013-610
Serial No. 2496F12768

Carrier
Twinning Kit product No.
Kgat W0401HSI

Left Unit Right Unit
Model 58MXA120-20 Model 58MXA120-20
Serial No. 3496A02392 Serial No. 3496A02379

System B – Split System

Carrier 12 Ton
Model #38AKS013-610
Serial No. 2396F10997

Carrier
Twinning Kit Serial No. 2396A26000
Product No. Kgat WO41HSI

Left Unit Right Unit
Model 58MXA120-20 Model 58MXA120-20
Serial No. 2996A05362 Serial No. 3496A02398

System C – Split System

Carrier 12 Ton
Model 38AKS013-610
Serial No. 2496F12769

Carrier
Twinning Kit – Kgat W0401HSI
Left Unit Right Unit

Model MXA120-20 Model 58MXA 120-20
Serial No. 3496A02384 Serial No. 3696A01597

System D – Split System

Carrier 12 Ton
Model 38AKS013-610
Serial No. 2396F10996

Carrier
Twinning Kit – Kgat W0401HSI
Left Unit Right Unit

Model 58MXA120-20 Model 58MXA120-20
Serial No. 2996A05365 Serial No. 3496A02396

System E

Carrier

Left Unit

Right Unit

Model 58MXA120-20 Model 58MXA120-20

Serial No. 3596A02193 Serial No. 3596A02389

System F

Carrier 12 Ton
Model 38AKS013-610
Serial No. 2396F10995

Carrier

Twinning Kit – Kgat W0401HSI

Left Unit

Right Unit

Model 58MXA120-20 Model 58MXA120-20

Serial No. 3596A02189 Serial No. 3496A02397

System G2

Carrier
Model 38AK-007-6 6 ton
Serial No. 2896G00051

Carrier

Model 58MXA120-20

Serial No. 3696A01599

No. of units	Unit description
1	G1 Rooftop package unit, Carrier 15 ton Model 48TJE016; Serial No. 3796F28576
7	Penn ventilators, rooftop fresh air Model #AM16Q
7	Farr filter units for fresh air ventilators (change minimum of once a year on charcoal filters and cloth as needed) Model #71600-200
7	Roof vent baths – Centri Master Model #PR72
1	Roof vent (supply room) – Centri Master Model #PR72
1	Exhaust fan (kitchen) -- Centri Master Model #PU16E
1	A.O. Smith electric water heater (119 gal.) Model #DRE120 810P; Serial No. AL84-00023B10D

1 Scotsman ice machine

All system controls and thermostats

NOTE: Carrier Parker Systems Controls, Third Generation

Street Garage & Office Complex

No. of units Unit description

Garage

3 Exhaust fans (rooftop units)

Mechanic's bay

Loren Cook Co.

Model No. 24LEU

Job No. 108S579323 0000007031299

Mark EF3 EES Streets Bldg. 2359

1486-1-1725/0900 3PH 60HZ 208V

Middle fan

Loren Cook Co.

Model No. 24LEU

Job No. 108S579323 0000007021299

Mark EF2 EES Streets Bldg. 2359

1486-1 -1725/0000 3PH 60 HZ 208V

South fan

Loren Cook Co.

Model No. 24LEU

Job No. 108S579323 0000007011299

Mark EF1 EES Streets Bldg. 2359

1486-1-1725/0000 3PH 60 HZ 208V

Outside unit (and all associated controls)

Direct fire make-up unit

En99

Model HE-171-0

DK 2294 (TS306)

Intermatic timer

Model ET70215C

Exhaust fan, Green Heck
Model No. GB-24-15; Serial No. 777892

Exhaust ventilator
Model No. HE-171-0; Serial No. DK2294MUA-1

Sensor (Vulcain)
Model VA301M; Serial No. 505534AAKY

Water heater, A.O. Smith
Model No. ECT 5220; Serial No. L06A068974

Offices

- | | |
|---|---|
| 1 | Bryant non-programmable thermostat 2V781897 |
| 1 | Bryant furnace
Model FA4CNF018; Serial No. 1606A68076 |
| 1 | Outside unit
Model 213RNA018-A; Serial No. 3306E08130 |
| 1 | Outside heating unit
RS1030-IL; Serial No. 96B-C463460 |

Basement

- | | |
|---|---|
| 1 | Model GY8S100B124H11B
Serial No. WOM4206001 |
| 2 | Zoeller sump pumps

Model M137-C (installed summer 2007)

Model 510, 12 volt (back-up), (installed 12/2006) |

Fire House #28

No. of Units	Unit description
1	Burnham boiler #410-B Serial No. 12023587 Boiler pump Model M95171

Bell & Gossett booster #102-21P

Boiler fans (in bay)

Model #5PU23

Serial No. P0670990501000

Model #5PU23

Serial No. L05598451026001

- 1 Samsung air conditioner (women's restroom)
Model AS12ABMCF/KCV
Serial No. A97YP21X200767E
(installed July 2004)
- 1 Air conditioner (men's restroom)
- 1 Indoor air handler and coil and condensation pump
Unitary Products Group
Serial No. AOH5661445 (air handler)
Model F2RP036H06G (coil)
- 1 Heat pump
Unitary Products Group
Model (Z)HP036X1021G
Serial No. (S)W0K5866871
- 1 Air-conditioning unit (main unit)
Unitary Products Group
Model (Z)AC048X1021G; Serial No. (S)W0D5884947
- 1 Water heater, A.O. Smith
75-gallon, Model No. FSG75230; Serial No. Mc01-0057879-230

Fire House #29

No. of Units	Unit description
1	Water heater Rheem Model G100-200; Serial No. URNG0406G00304 (installed 2/15/07)
3	<u>Heating units</u> Bryant Model 912SB48080S1, Serial No. 2613A49992 (installed 11/2013) G/F 4-way 92 AFUE 1S/PSC Bryant Model 912SB48080S1, Serial No. 2513A49910 (installed 11/2013)

G/F 4-way 92 AFUE 1S/PSC

Bryant Model 912SB48080S1, Serial No. 2613A49995 (installed 11/2013)

G/F 4-way 92 AFUE 1S/PSC

- 3 Air conditioning units
Bryant Model 592AP042-D; Serial No. 4091E03670

Bryant Model 592AP042-D; Serial No. 4191E15193

Bryant Model 592AP042-D; Serial No. 4191E15196
- 1 Aprilaire on furnace 1
- 3 Tube heaters
Model DTHS20-75N-2
Serial No. G020522112100003

Fire House #30

No. of Units	Unit description
4	Tube heaters Co-Ray-Vac Model CRV-A8; Serial No. 55285Y
1	Water heater (gas) Rheem Model 22VR75-70N Serial No. RHLN0704105987 (installed June 2005)
2	Air conditioning units (split system) – gas fired Bryant Model 383KAV042091 (GJA (small)) Serial No. 3796A21553 Coil 3396X95701 Rooftop Model 561CJX024000ACAA Serial No. 3596E08436 Bryant Model 383KAV048111 (AGJA) (large)

Serial No. 3496A09847
Coil 3296X86532

Rooftop
Model 561CJ048AAAA
Serial No. 3796E18598

All zone controls with dampers -- Bryant

Weight Room

- 1 Air conditioner
Ruud Model RCFA-HM2417AC
Serial No. M240719640

- 1 Furnace
Ruud Model UGRA-04EMAES
Serial No. FY5D702F450503433

Equipment inventory is believed to be accurate, but is not guaranteed. The City of Moraine has made every effort to ensure accuracy.

PROPOSAL for:

**HVAC Maintenance/Service Contract for Moraine
Municipal Building, Civic Center, Recreation Center, Street Garage & Office
Complex, and Fire Houses #28, #29, #30**

The undersigned, _____, having carefully inspected the sites and locations of the work proposed to be performed, and also the premises at and adjacent to the location of the proposed work and specified equipment and conditions thereof, and having also carefully examined the "Notice to Contractor," "Instruction to Bidders," "Form of Contract," "General Provisions," and the detailed specifications which shall govern the work to be done, NOW PROPOSES to furnish any and all materials, tools, labor, transportation, machinery, appliances and/or necessary appurtenances, and to prosecute to full completion the work called for under the Contract Documents, all upon the terms and the conditions and provisions set forth in the "Instructions to Bidder," "Form of Contract," "Contract Bond," and "General Provisions," detailed specifications of this Proposal; and in consideration thereof to accept from the Owner as full payment for the completion of each specified item and any required maintenance thereof as hereinafter provided, the price quoted for each item for work completed, the price of labor and materials to be stated separately.

The undersigned _____ agrees that if this Proposal shall be accepted, he will be prepared to discuss with the Owner in detail any matters relating to special features and the methods he proposes to follow for the general conduct of the work; that he will within twenty (20) business days after notice of acceptance of bid, complete the Contract Form with the Owner for the performance of the work and furnish evidence of required insurance policies.

The undersigned _____ hereby certifies that no person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of the City of Moraine or any other person in the employ of said City is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Owner, execute and submit from himself as Principal Contractor and from any subcontractor, the non-collusion affidavits as provided herein.

SUM PROPOSAL PRICE FOR: HVAC Maintenance/Service Contract for Moraine Municipal Building, Civic Center, Recreation Center, Street Garage & Office Complex, and Fire Houses #28, #29, #30.

_____ **DOLLARS,**

(\$ _____), for three (3) years.

Signed at _____ **this** _____ **day of** _____, 2014.

Firm: _____

By: _____

Title: _____

(SEAL)

Official Address:

(Telephone Number)

Bid Guaranty and Contract Bond

(ORC 153.571)

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

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto the *City of Moraine* as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

_____ to undertake the Project known as the

HVAC MAINTENANCE/SERVICE CONTRACT FOR MORAINE Municipal Building, Civic Center, Recreation Center, Street Garage & Office Complex, and Fire Houses #28, #29, #30

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

_____ dollars

(\$_____).

(If above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.)

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

Signed this _____ day of _____, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid and specifications; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid

and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after award of the contract enters into a proper contract in accordance with the bid and specifications, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID _____ shall well and faithfully do and perform the things agreed by the *City of Moraine, Ohio* to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Principal:

Surety:

By: _____

By: _____

Title: _____

Title: _____

AFFIDAVIT

Regarding payment of Montgomery County Personal Property Taxes (Bidder to complete and execute either Part A or Part B).

STATE OF _____)
) SS:
COUNTY OF _____)

Part A. That _____, being duly sworn, affirms that as of _____, 2014, _____ is not charged with any delinquent personal property taxes on the general tax list of personal property of Montgomery County, Ohio.

Bidder

OR

Part B. That _____, being duly sworn, affirms that _____ is currently charged with Montgomery County delinquent personal property taxes in the amount of \$_____ with interest in the amount of _____, and penalties in the amount of \$_____, due to said Montgomery County, Ohio.

Bidder

SWORN TO and subscribed before me this _____ day of _____, 2014.

Notary Public in and for
_____ County, Ohio.
My commission expires: _____

NOTE: If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Director of Finance to the County Treasurer within thirty (30) days of the date it is submitted.

NOTE: A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been incorporated as a part thereof.

Affidavit of Compliance

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

_____, being first duly sworn, deposes and says that

he/she is the _____ (sole owner, partner, president,

secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; and that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against any company, person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true. Further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

SWORN TO and subscribed before me this ____ day of _____, 2014.

Notary Public in and for

_____ County, _____
state

My commission expires: _____

AFFIDAVIT
(TO BE COMPLETED IF THE CONTRACTOR IS A CORPORATION)

STATE OF _____)

) SS:

COUNTY OF _____)

_____, being duly sworn, deposes and says that
he/she is _____ (president, secretary, etc.) of
_____, a corporation organized and existing
under and by virtue of the laws of the State of _____, and
having its principal office at _____,
(number and street)
_____, _____,
(city) (state)

Affiant further states that he is familiar with the records, minute books and
by-laws of _____.
(name of corporation)

Affiant further states that _____, _____,
(name) (title)

of the corporation, is duly authorized to sign the contract for the provision of services for
the **HVAC MAINTENANCE/SERVICE CONTRACT FOR MORaine Municipal Building, Civic
Center, Recreation Center, Street Garage & Office Complex, and Fire Houses #28, #29,
#30** or said corporation by virtue of

(State whether a provision of bylaws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

Affiant

SWORN TO and subscribed before me this ____ day of _____, 2014.

Notary Public in and for
_____ County, _____
state
My commission expires: _____

AFFIDAVIT

Drug and Alcohol Abuse Prevention and Testing Policy and Procedure

This Affidavit is required when needed regarding existence of a program and compliance with the Omnibus Transportation Employee Testing Act of 1991 (the "Act"). The Act requires that any bidder who supplies operators of safety sensitive equipment provide a **Drug and Alcohol Abuse Prevention and Testing Policy and Procedure**. The program shall provide the minimal standards as stated in the Act and cover such issues as pre-employment, reasonable suspicion, random, post-accident, return-to-work, and follow-up testing of safety-sensitive employees.

The bidder is to complete and have notarized this Affidavit if successful in receiving the contract and may be required to provide a copy of the policy.

STATE OF _____)

) SS:

COUNTY OF _____)

_____, being duly sworn, affirms that as of

_____, 20____, _____ has developed and implemented a Drug and Alcohol Abuse Prevention and Testing Policy and Procedure in compliance with the Act.

Affiant

SWORN TO and subscribed before me this ____ day of _____, 2014.

Notary Public in and for

_____ County, _____
state

My commission expires: _____

NOTE: A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been incorporated as a part thereof.

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF _____

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a

representative of _____ for a
(Name of Entity)

contract for ***HVAC MAINTENANCE/SERVICE CONTRACT FOR MORaine Municipal Building, Civic Center, Recreation Center, Street Garage & Office Complex, and Fire Houses #28, #29, #30***

to be let by the City of Moraine, who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

- 1) That none of the following have **individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following Individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Moraine Council or their individual campaign committees:
 - a) myself;
 - b) any partner or owner of the partnership or other unincorporated business (if applicable);
 - c) any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
 - d) any trustee of the trust (if applicable);
 - e) any administrator or executor of the estate (if applicable);
 - f) any owner of more than 20% of the corporation or business trust (if applicable);
 - g) each spouse of any person identified in (a) through (f) of this section;
 - h) each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

- 2) That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Moraine Council or their individual campaign committees:

- a) myself;
 - b) any partner or owner of the partnership or other unincorporated business (if applicable);
 - c) any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
 - d) any trustee of the trust (if applicable);
 - e) any administrator or executor of the estate (if applicable);
 - f) any owner of more than 20% of the corporation or business trust (if applicable);
 - g) each spouse of any person identified in (a) through (f) of this section;
 - h) each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
 - i) any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
 - j) Any combination of persons identified in (a) through (i) of this section;
- 3) I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature _____

Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made on or after April 4, 2007 (Section 631.05, Amended Substitute Ohio House Bill 119).

*******FOR INSTRUCTIONAL USE ONLY*******

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).

Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

Department of Public Safety Divisions:

Administration

Ohio Bureau of Motor Vehicles

Ohio Emergency Management Agency

Ohio Emergency Medical Services Ohio Homeland Security*

Ohio Investigative Unit

Ohio Criminal Justice Services

Ohio State Highway Patrol

* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

*******FOR INSTRUCTIONAL USE ONLY*******

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/non-assistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME	FIRST NAME		
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE ()	WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME	PHONE ()		
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- | | | | |
|---|--|-----|----|
| 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? | | Yes | No |
| 2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? | | Yes | No |
| 3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? | | Yes | No |
| 4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? | | Yes | No |

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE
---------------------------------	------

FORM OF CONTRACT

THIS AGREEMENT, entered into this ____ day of _____, 2014, by and between the *City of Moraine, Ohio*, hereinafter called the "Owner" and _____, hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner for the consideration hereinafter named, to furnish all the materials and do all of the work of whatever kind necessary to complete, in a good, substantial, and workmanlike manner, ready for use, and in strict accordance with the specifications on file in the office of the Maintenance Superintendent, and subject to all the terms and conditions of said specifications, and to the approval of said Superintendent, for the provision of services for the

***HVAC MAINTENANCE/SERVICE CONTRACT FOR MORAINE
Municipal Building, Civic Center, Recreation Center, Street Garage & Office
Complex, and Fire Houses #28, #29, #30***

for a three-year term, in accordance with the Contract Documents dated

February 2014, and Addenda thereto numbered and dated _____

_____, for the sum of _____

_____ Dollars, (\$ _____) for

HVAC Service/Maintenance Contract and for the sum of

_____ Dollars, (\$ _____) for

Owner-Option HVAC Service/Maintenance.

The Owner agrees to pay, and the Contractor agrees to accept as full compensation, satisfaction, and discharge for all work done and material furnished, and also for all costs and expenses incurred and losses or damages sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work, herein as specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of this contract and the instructions, orders, and directions of the Superintendent hereunder, and also for maintaining the work in good condition, except extra work which shall be paid for as provided in the General Conditions and except as in this Contract otherwise specifically

provided, a sum of money equal to the amount of the actual work furnished, as determined by the Superintendent, as set forth in the Proposal attached hereto.

WITNESSETH, that in consideration of the sums of money herein specified to be paid by the

CONTRACTOR:

OWNER:

(name of company)

City of Moraine _____

By: _____

By: _____

(title)

(title)

Contract approved as to form _____

CERTIFICATE OF FISCAL OFFICER

As Fiscal Officer for the City of Moraine, Montgomery County, Ohio, I hereby certify that funds in the amount of _____ Dollars have been lawfully appropriated for the purpose of meeting the obligations of this contract with _____ duly authorized by Resolution No. _____ approved by the City of Moraine Council, Montgomery County, Ohio, and that they are in the treasury or in the process of collection to the credit of the City of Moraine free from any previous encumbrances.

Signed this ____ day of _____, 2014.

_____, Fiscal Officer
for the City of Moraine
County of Montgomery
State of Ohio

Bureau of Wage & Hour Administration

State of Ohio

WAGE and HOUR

Prevailing Wage Packet

John Kasich
Governor

Andre T. Porter
Director

6600 Tussing Rd.
P.O. Box 4009
Reynoldsburg, OH 43068-9009
614-664-2450
Fax 614-728-8639
TTY/TDD 800-750-0750

www.com.ohio.gov

Prevailing Wage Determination Cover Letter

County: 
Determination Date: 01/06/2014
Expiration Date: 04/06/2014

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to

that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500

Special Jurisdictional Note : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermilion)

Details :

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

JACKSON, LAWRENCE, LICKING,
MADISON, MEIGS, MIAMI, MONTGOMERY,
MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO,
VINTON, WARREN

Special Jurisdictional Note :

Details :

[http://198.234.41.198/w3/Webwh.nsf/\\$docUniqIDAll/852565B80070693285257BF100612...](http://198.234.41.198/w3/Webwh.nsf/$docUniqIDAll/852565B80070693285257BF100612...) 1/6/2014

Special Jurisdictional Note : The following townships in Warren County are included:
Clearcreek, Franklin and Wayne.

Details :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ALLEN*, AUGLAIZE, BUTLER*,
CHAMPAIGN*, CLARK, CLINTON, DARKE,
FAYETTE*, GREENE, HARDIN*,
HIGHLAND*, LOGAN*, MADISON*,
MERCER*, MIAMI, MONTGOMERY,
PREBLE, SHELBY, VAN WERT*, WARREN*

Special Jurisdictional Note : Allen County Twps included are: Auglaize, Perry, Shawnee, Amanda, Spencer, Marion, Sugar Creek, American, Bath, Jackson. Butler County Twps included are: Milford, Wayne, Madison, Lemon. Champaign Cnty Twps included are: Union, Urbana, Jackson, Concord, Salem, Mad River, Johnson, Harrison, Adams. Fayette County Twps included are: Green, Jasper, Concord, Jefferson. Hardin County Twps included are: Round Head, Marion, Liberty. Highland County Twps included are: Fairfield, Penn, Union, Marshall, Liberty, Paint, Brush Creek. Logan County Twps included are: Richland, Stokes, Bloomfield, Washington, Harrison, McArthur, Lake, Liberty, Pleasant, Miami. Madison County Twps included are: Stokes. Mercer County Twps included are: Dublin, Washington, Jefferson, Recovery, Gibson, Union, Liberty, Butler, Granville, Center, Hopewell, Franklin, Marion. VanWert County Twps included are: Jennings. Warren County Twps included are: Franklin, Clear Creek, Turtle Creek, Wayne, Massie, Washington, Salem, Union.

Details :

Structural Iron Work but not limited to:field fabrication, all loading to and including the erecting,rigging,assembly,dismantling, placing, temporary and permanent securing by any means of all structural iron,steel,ornamental lead,bronze,brass,copper,aluminum,glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails,bridge viaducts,bucks bulkheads,bumper and bumper post,canopies and unistrut canopies,corrugated ferrous and non ferrous sheets when attached to steel frames,columns,beams,bar-joists,trusses,grinders,roof decking,electrical supports,elevator cars,elevator fronts and enclosures,erection of steel towers,flag poles, gymnasium equipment,stadium and arena seating,jail cell work,jail cell beds,benches,bunks,chairs,tables,mirrors,jail cell access doors,rigging and installation of machinery and equipment(erection,aligning,anchoring and dismantling, erection and dismantling of tower cranes,derrick monorail systems, Chicago booms,overhead cranes,gantries,material and personnel hoists,tanks,hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding,roofing, gutters, downspouts and erection of all.

Ornamental Iron Work but not limited to:all work in connection with field fabrication,handling including loading/off

loading,sorting,cutting,fastening,anchoring,bending,hoisting,placing,burning,welding,and tying,dismantling of all materials used in miscellaneous iron or steel, for stairs,hand railings,rolling doors, rolling gates,rolling shutters,fence,windows,curtain wall,erection and welding of all metal, sash,architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental,steel iron,lead,bronze,brass,copper,aluminum,all ferrous and non ferrous metals and composite materials

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence,which includes but not limited to the loading and of the fence fabric and

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posts also the installation of the above.

Building & Construction Laborer, Railroad Laborer, Asbestos & Hazardous Waste (Levels A,B,C, & D), Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, All Machine & Power Driven Tools, Sandblaster
Yardman-Landscaping, Sewer Jet, Waterperson, Tool Cage Laborer, Unloading Furniture & Fixtures, Final Clean-Up
Watchman, Residential Construction, Signal Men

Group 2

Mason Tender For Bricklayers, Flexcore, Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks), Plasterer Tenders & Lathers

Group 3

Tender Operator

Asbestos, Lead and Hazardous Material:

The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving servicing and dismantling of all enclosures, scaffolding, barricades, etc. and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement or asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Level A

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves.

Level B

Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries.

Level C

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters.

Level D

To be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2013fbLoc18zone3

Craft : Operating Engineer Effective Date : 08/07/2013 Last Posted : 08/07/2013

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$31.44		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.99	\$60.71
Class 2	\$31.32		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.87	\$60.53
Class 3	\$30.28		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$43.83	\$58.97
Class 4	\$29.10		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$42.65	\$57.20
Class 5	\$23.64		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$37.19	\$49.01
Class 6	\$31.69		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.24	\$61.09
Class 7	\$31.94		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.49	\$61.46
Class 8	\$32.44		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.99	\$62.21
Class 9	\$32.69		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$46.24	\$62.58
Apprentice	Percent											
1st Year	50.00	\$15.72	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$29.27	\$37.13
2nd Year	60.00	\$18.86	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$32.41	\$41.85
3rd Year	70.00	\$22.01	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$35.56	\$46.56
4th Year	80.00	\$25.15	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.70	\$51.28
Field Mechanic Trainee												
1st Year	50.00	\$15.72	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$29.27	\$37.13
2nd Year	60.00	\$18.86	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$32.41	\$41.85
3rd Year	70.00	\$22.01	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$35.56	\$46.56
4th Year	80.00	\$25.15	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.70	\$51.28

Special Calculation Note : Other: Education & Safety Fund is \$0.04 per hour.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

For every (3) Operating Engineer Journeymen ADAMS, ALLEN, ASHLAND, ATHENS, employed by the company ,there may be employed AUGLAIZE, BELMONT, BROWN, BUTLER,

(1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth.

CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw; All rotomills, grinders & planers of all types. Articulating/end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All

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concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change # : LCN01-2013fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 08/07/2013 Last Posted : 08/07/2013

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Operator Class 1	\$31.54		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.09	\$60.86
Class 2	\$31.42		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.97	\$60.68
Class 3	\$30.38		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$43.93	\$59.12
Class 4	\$29.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$42.75	\$57.35
Class 5	\$23.74		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$37.29	\$49.16
Class 6	\$31.79		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.34	\$61.24
Class 7	\$31.79		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.34	\$61.24
Class 8	\$32.04		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.59	\$61.61
Great Lakes Floating Agreement												
Class 1	\$38.70		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$71.10
Class 2A	\$37.20		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$50.25	\$68.85
Class 2B	\$37.20		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$50.25	\$68.85
Class 3	\$33.10		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$46.15	\$62.70
Class 4	\$27.55		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$40.60	\$54.38
Apprentice	Percent											
1st Year	50.00	\$15.77	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$29.32	\$37.21
2nd Year	60.00	\$18.92	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$32.47	\$41.94
3rd Year	70.00	\$22.08	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$35.63	\$46.67
4th Year	80.00	\$25.23	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.78	\$51.40
Field Mech Trainee Class 2												
1st year	49.80	\$15.71	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$29.26	\$37.11
2nd year	59.75	\$18.85	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$32.40	\$41.82
3rd year	69.73	\$21.99	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$35.54	\$46.54
4th year	79.70	\$25.14	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.69	\$51.26

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Special Calculation Note : Other: Education & Safety Fund is \$0.04 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

Class 4 -Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

GREAT LAKES FLOATING AGREEMENT:

Class 1 - Diver, Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman (Master Mechanic)

Class 2A - Crane Backhoe Operator, Mechanic/Welder, Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator (Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom or any Crane Certification.

Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane (over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock

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Scow.

Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.

Wage rate covers: all plumbing, pipefitting, heating, refrigeration and air conditioning work.

Details :

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Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
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Reynoldsburg, OH 43068-9009
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An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor
Andre T. Porter, Director

Affidavit Of Compliance

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____,
20_____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003