

# MECHANICAL MAINTENANCE SERVICES FOR THE CAPITOL COMPLEX

## DOA14-2323J

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, General Services Division, (State), whose address and phone number are 1310 Lockey Street, PO Box 200110, Helena MT 59620-0110 and (406) 444-3060, and Mechanical Technology, Inc., (Contractor), whose address and phone number are PO Box 1376, Billings MT 59103 and (406) 245-8340.

### 1. EFFECTIVE DATE, DURATION, AND RENEWAL

**1.1 Contract Term.** The contract's initial term is November 1, 2013 through October 31, 2014, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

**1.2 Contract Renewal.** The State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

### 2. COST ADJUSTMENTS

**Cost Increase by Mutual Agreement.** After the contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

### 3. SERVICES AND/OR SUPPLIES

Contractor shall provide the State the following mechanical maintenance services for the State of Montana's Capitol Complex located in Helena Montana.

#### 3.1 General.

**3.1.1 On-Site Requirements/Cleanup.** Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. Contractor shall be responsible for all damages or injury due to its acts or omissions.

Contractor shall maintain access to all phases of the contract pending inspection by the State or its representative. All work rejected as unsatisfactory shall be corrected before final inspection and acceptance.

Contractor shall respond within the time period determined by the State after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at Contractor's expense (see section 3.1.8 of this contract).

Regarding cleanup, Contractor shall:

- a. keep the premises free from debris and accumulation of waste;
- b. clean up any oil or fuel spills;
- c. keep machinery clean; and
- d. remove all construction smears and stains from finished surfaces

If Contractor shall open any area to make repairs, such as walls, floors, pipe systems, boiler systems, etc., Contractor shall obtain permission from the State before such work is started. Contractor shall restore or replace walls, floors, piping, insulation, etc. to a condition not less than that existing before damage at no cost to the State.

Contractor shall make repairs that require the partial or complete removal of asbestos materials. Removal and disposal of the asbestos shall meet all approved federal and state guidelines and policies regarding asbestos abatement. Replacement of any insulation materials shall be approved by the State before installation.

Contractor shall clean up and/or mop up any standing water and either repair, restore, or replace any damaged structures or furnishings caused by frozen or leaking pipes, overflowing toilets and sinks, etc., to a condition not less than that existing before damage at no cost to the State.

**3.1.2 Personnel.** Contractor shall provide trained personnel employed directly or supervised by the Contractor, and who are thoroughly qualified to maintain and repair all heating, plumbing, air conditioning, temperature controls, boilers, temperature control systems under this contract.

**3.1.2.1** Contractor shall have a minimum of seven people on the job during normal State working hours: two master plumbers, two journeyman refrigeration people, two journeyman pipe fitters with at least five years of experience in the temperature control business, one of whom shall have extensive experience with direct digital control systems, and one changer or laborer. At least two of the above personnel must have a minimum of a Third Class Boiler Engineer's License on the effective date of the contract.

All remaining personnel employed on the effective date of the contract shall have a six-month grace period in which to acquire a Third Class Boiler Engineer's License.

Contractor shall provide the State with documentation of work history, training, certification and licensing, and any other information necessary to demonstrate each employee's qualifications for the job titles listed.

The list of service personnel is not intended to be all-inclusive but is presented to show the scope of personnel required. If more personnel are needed to complete the requirements of the contract, Contractor shall hire as many people as needed, over and above the minimum personnel, to meet the specifications as stated herein.

If one of the minimum seven personnel is absent from the job site for any reason during normal State working hours, that individual must be replaced by a person in the same title/job description. A charge-back to the Contractor will be tabulated by the State for any hours less than the seven personnel the contract specifies. The charge-back will be based on the hourly rate for services not included within the contract (see Attachment A: Pricing / 4. Pricing Summary). Contractor shall notify the State of any absences.

**3.1.2.2** State requires all contract personnel working in State-owned facilities have a background investigation completed prior to performing work under this contract. Background investigations will consist of a Federal Fingerprint-Based Check through the Montana Department of Justice and delivered to the General Services Division for review and evaluation. In addition, Contractor shall complete annual Federal Fingerprint-Based Checks on all employees. There will be no cost to Contractor for these background checks if requested through the General Services Division.

State may use the following factors in determining acceptability of hire:

1. Prior criminal record;
2. Type of prior criminal convictions;
3. Time elapsed between prior convictions and the present;
4. Employment history;
5. Patterns of residency; and
6. Any other reasonably relevant information.

Contractor's failure to promptly reassign or otherwise establish an acceptable security clearance for any of its employees is a material breach which may result in contract termination and subsequent collection of Contractor's contract performance security.

Contractor will be given a reasonable opportunity to rebut an unfavorable security report for any of its employees. The Montana Department of Administration shall have the final discretion for the determination of acceptability.

**3.1.3 Claims.** Contractor understands and agrees that no claim for extra work or materials, not specifically herein provided, shall be allowed by the State. Contractor shall not do any work or furnish any materials not covered by this contract unless such work is ordered in writing by the State; and, in no event, shall Contractor incur any liability by reason of oral directions or instructions by the State or its authorized agent. The State shall not be liable for any extra material furnished or used, or any extra work or labor done, unless the materials, work, or labor are required by Contractor on written order from the State. Any extra work or materials which may be done or furnished by Contractor without a written order shall be done at Contractor's risk, cost, and expense, and Contractor agrees that unless a written order has been issued, it will make no claim for compensation for work or materials so done or furnished.

Claims for extra work provided for by written order, and submitted by Contractor to the State will be paid at the hourly rate for services not included herein (see Attachment A: Pricing / 4. Pricing Summary). It shall be understood that the additional work will be done with personnel other than the seven listed in section 3.1.2 of this contract. If one of the seven contract personnel is used, the work must be completed after normal State working hours.

**3.1.4 Trouble Calls.** Trouble calls including but not limited to reporting of hot or cold work environment, foreign materials, infrequent occurrences, or abnormal incidents that can break down or prevent normal operation of mechanical systems, are considered to be repaired as part of the regular contract. No charge will be billed to the State relating to trouble calls.

**3.1.5 Adjustments in Service.** State may add or delete services, buildings or equipment at any time during the contract term. When requested by the State, Contractor shall submit a quotation indicating the cost of adding or deleting from the service or the cost of adding or deleting a building and/or equipment from this contract. Contractor shall show proper breakdown to prove that the quotation is made on the same basis as the original contract.

**3.1.6 Equipment Reports and Records.** Contractor shall maintain a comprehensive record file on the various mechanical and electrical equipment serviced under this contract, listing the location, date installed, make, model, serial number, motor horsepower, voltages, belt sizes, etc. This file is to be updated whenever equipment is replaced or added and turned over to the State at the termination of this contract. In addition, Contractor shall fill out preventive maintenance forms approved by the State for each piece of equipment maintained and serviced.

**3.1.7 Inspection.** State may make such inspections and tests as and when it deems necessary to ascertain that the requirements of this agreement are being fulfilled. Monthly service reports must detail filters changed. Deficiencies noted shall be expeditiously corrected at the Contractor's expense.

**3.1.7.1 Monthly Inspections and Written Reports.** A monthly inspection of the buildings may be conducted and complaints received may be discussed by a team comprised of a representative of the occupied building, the State and Contractor. Any deficiencies noted during the inspection shall be brought to Contractor's attention. A written report may be made by the State showing the problems encountered, the solution required, and a time period allowed to correct the problem. A copy of this report will be given to Contractor with all items listed. Upon complete correction of the listed items, Contractor shall provide documentation to the State showing that work has been completed.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services shall be subject to inspection and testing by the State, to the extent practicable at all times and places, during the term of the contract. All inspections by the State shall be made in such a manner as not to unduly delay work.

**3.1.8 Performance Requirements.** If any services specified herein are not in conformity with the requirements of this contract, the State may: (a) require Contractor to immediately perform the services again in conformity with the requirements of the contract (the State reserves the right to determine the length of time required to correct any or all deficiencies at no additional increase in the contract amount, based on mutual agreement); or (b) hire a third party to perform the services in question, and deduct any and all costs associated with the performance of these services from payments made to the contractor under this contract; and (c) take all necessary steps to ensure that future performance of the services are in conformity with the requirements of the contract. All diagnostic equipment shall be calibrated to industry standards.

1. When the services to be performed are of such a nature that the defect cannot be corrected by re-performance of the services, the State reserves the right to reduce the monthly price to reflect the reduced value of services performed.
2. Contractor shall provide skilled personnel, directly employed and supervised by the Contractor to perform all routine preventive maintenance as well as any emergency service required. Contractor shall provide each of its employees with uniforms that identify the worker as an employee of the contracting company. The State shall provide identification badges that shall be worn at all times by the Contractor's employees while performing work under this contract.

**3.1.9 Damages to Finishes and Appurtenances.** Building finishes or appurtenances soiled or damaged due to the Contractor's operations will be cleaned, repaired, replaced or restored to a condition not less than that existing immediately prior to the damage and without cost to the State. Misuse or abuse of State property will be material breach of the contract.

**3.1.10 Local Business Address.** Contractor shall maintain and operate a Helena area business address and phone number and shall provide a means of communication to enable the State to contact the Contractor or an authorized representative on a 24-hour basis, 7 days a week, including holidays. The local business address shall include an internet address available for the State to communicate via e-mail. This shall include a local radio paging system or cell phones to be carried by contract personnel to enable them to be contacted on an emergency basis.

**3.1.11 Emergency Call-Back and Repairs.** Contractor shall provide an emergency call-back service to be available 24 hours per day including weekends and holidays and be able to attend to the problem reported within one hour after the original report. Contractor shall supply whatever material, labor, replacement parts, etc., are required to get the system functioning, including working overtime hours if necessary. This includes hot and cold calls. The State shall determine whether an emergency condition exists or whether service may be provided during normal working hours. In all cases, the State's decision shall be final.

Contractor shall notify the State of phone numbers to call for emergency call-back service, and the list must be kept current. Helena phone and business address is required.

**3.1.12 Equipment Substitutions.** If equipment to be repaired or replaced with like equipment might be replaced with a more efficient type, model, size, capacity, etc., the Contractor shall advise the State of such a possibility and the additional cost, if any, of such a substitution. State may then agree to pay the additional costs for the more efficient equipment. Permission shall be requested from the State, in writing, before starting the work. This is intended to allow the Contractor or State to replace outmoded or inefficient equipment and to also protect the system from a change of designed capacity, function, or performance. If a piece of equipment cannot be repaired, the Contractor shall replace it with a new piece of equipment approved by the State.

**3.1.13 Space Provisions.** State assumes no responsibility for providing office, shop or warehouse space. However, if space is available, it may be leased to the Contractor at the current annual rate per square foot being charged to State agencies. A building located at 326 Washington Street, with 1,725 square feet of office/shop space, is available at this time. The rental rate for fiscal year 2014 (07/01/13 - 06/30/14) is \$8.434 per square foot plus \$.491 per square foot for grounds maintenance or \$15,396 per year (1,725 square feet). The rental rate and grounds maintenance rate is adjusted July 1 of each fiscal year. Rates are established bi-

annually by the Montana Legislature. Should Contractor elect to lease State office/shop space, a separate lease agreement shall be executed by all parties.

**3.1.14 Systems/Turnover.** Contractor will be responsible for all systems and equipment covered under this contract as of November 1, 2013 except specifics identified on the outgoing contractor's punch list. Contractor will be invited to participate in the outgoing punch list inspections. Upon successful completion of punch list by outgoing contractor, all systems and equipment covered under this contract will become the responsibility of the new contractor, without exception.

**3.1.15 Service Vehicles.** Contractor shall furnish individual contract personnel with a marked service vehicle. Use of individual's private vehicle as a service vehicle will not fulfill the contract obligation. Each vehicle will be fully equipped with the necessary tools and service parts, required for normal service requests.

State is not responsible in any way for damage to or loss of supplies, materials, tools, equipment, or personal property belonging to the Contractor or Contractor's employees.

**3.1.16 Hazardous Materials/Refrigerant Policy Agreement.** Contractor agrees to the terms of Attachment B: Hazardous Materials/Refrigerant Policy Agreement of this contract.

**3.1.17 Employee Awareness.** Contractor shall instruct all employees to be on the alert for unusual situations such as theft, destruction of property or other vandalism; unauthorized persons loitering in or around buildings; or environmental or safety hazards, etc. If any such situation arises, Contractor shall note the description of people, auto license numbers, etc. and notify the Capitol Security Guards or the Helena Police Department immediately.

## **3.2 Specifications.**

**3.2.1 General.** Contractor shall supply all labor, materials, equipment, or repair or replacement parts required to maintain all systems in a complete and workable condition. This shall include emergency call-backs to handle emergency situations that arise during other than normal working hours and holidays at no additional cost.

If a repair or replacement of systems or parts that is proposed as damaged by an event other than normal wear and tear, the Contractor shall supply documentation of this event. This documentation may include but not be limited to: documented age of equipment; weather conditions; temperature; electrical storms, line voltage changes; pests; vandalism and more. State will determine if the breakdown could be attributed to other than normal wear and tear.

**3.2.2 Preventive Maintenance Inspections.** Contractor shall perform preventive maintenance and service inspections on all equipment in accordance with the Preventive Maintenance Procedures log sheet for that equipment approved by the State. All tasks outlined for each piece of equipment to be maintained shall be performed, and all work performed is to be logged on the log sheet. A Monthly Service Report is to be submitted to the State each month listing equipment upon which, quarterly, semi-annual, or annual preventive maintenance procedures were performed. This report will also provide detailed information regarding equipment replaced or added, such as make, model, serial number, voltages, motor horsepower, etc.

The Monthly Service Reports are to be submitted to the State on or before the 15th day of the following month.

**3.2.3 Systems Included in Service.** The following list of systems and services required is not intended to be all-inclusive but is presented to show the general scope of the services required:

1. All steam heating systems and boilers to include maximum combustion efficiency and water treatment, and all steam distribution lines and traps including buried outside steam, condensate and water lines.
2. All condensate systems.
3. All hot water heating systems and all components, including water treatment.

4. All chilled water systems and all components, including water treatment.
5. All domestic hot and cold water systems.
6. All compressed air, and vacuum systems.
7. All heating, ventilating, air conditioning and refrigeration systems.
8. All temperature control systems including the compressors.
9. All air intake and exhaust systems and all components.
10. Air and water must be balanced to engineering specification when requested by the State to bring control of temperature, within buildings, up to optimum efficiency. Engineering specifications will be furnished by the State when available.
11. All plumbing, waste and vent systems.
12. Complete filter maintenance and service; all fan coil units will have filters changed or cleaned quarterly, all other air movement units with filters will have the filters checked monthly and replaced when a .75 inch w.g. pressure drop is measured across the filter bank, or semi-annually, whichever comes first. Units with roll filters shall have new roll filters installed when the existing filter is reached. When such filters are commercially available, all filters will have a minimum average efficiency of 20% and a minimum average arrestance of 85% in accordance with ASHRAE Test Standard 52.1-92. The State reserves the right to determine the acceptability of a given filter for any equipment covered under this contract. All filters shall be marked with ½ inch lettering designating the date of replacement.  
  
Filters which do not meet the specification called out in this section will be changed quarterly.  
Each filter shall be marked with the installation date visible from the service door.
13. Water coolers and fountains.
14. The following special lab equipment located in the Cogswell Building:
  - a. (1) - dishwasher, located in Room 116
  - b. (1) – still, steam, and all associated piping and plumbing
  - c. (1) – All permanent piping, plumbing, drains, filters and water treatment systems
  - d. Laboratory gas pipe systems, manifolds, regulators, valves and all parts of the laboratory gas system
  - e. Water treatment system in boiler room
15. All hose bibs on buildings.
16. All ice machines in the buildings.
17. All dishwashers in cafeterias.
18. Cleaning HVAC grills in mechanical locations.
19. Electrical wiring up to and including breaker or disconnect.
20. Water and sewer lines from the city main to the building shall be cleaned and maintained for proper operation.
21. Grease traps
22. All Backflow prevention type devices (including irrigation).

**3.2.4 Mechanical Rooms.** Contractor shall clean all mechanical rooms. Contractor shall be responsible for keeping floors and equipment clean at all times. State reserves the right to determine if a given mechanical room needs cleaning.

**3.2.5 Insulation.** Contractor shall repair or replace all damaged or missing insulation on all systems.

**3.2.6 Exclusions.** Specialized departmental research, laboratory and other equipment shall not be included in this contract, except as specified in the contract. Any questions regarding whether a specific item belongs to this class of equipment shall be determined by the State.

The following are also excluded from the contract:

1. Replacing light bulbs, tubes, ballasts, (for space lighting); wall switches and electrical wall outlets.
2. Underground sprinkler piping and sprinkler heads outside of buildings. Sprinkler control systems located inside the buildings for outside lawn sprinkling systems.
3. Elevators and other vertical transportation.
4. Movable office equipment, specialized equipment, etc.
5. New installations of major equipment or systems, contractor must operate new construction during warranty period and identify warranty items.
6. The janitorial staff is responsible for cleaning HVAC grills in general staff accessible areas.
7. Window air conditioners.
8. Storm drains
9. Repair or maintenance of water and sewer lines from the city main to the building requiring machine excavation.
10. Building #48, State of Montana Data Center (SMDC), 490 18th Street. The Kyoto systems require filter changes and observations only.

**3.2.7 Maintenance of Heating Plants and Systems.** Contractor shall furnish heating plant maintenance in accordance with federal, state and local laws and any special requirements issued by the State. During normal State working hours, two engineers shall be on duty at the Capitol Complex. During non-State working hours, weekends, and holidays, an engineer shall be on call to provide a one-hour response time. The engineers shall have a stationary engineer's license of no less than third class issued by the Safety and Health Bureau, Workers' Compensation Division. These engineers shall live in the local Helena area.

Contractor shall keep an engineer on call to provide 24 hours a day, 7 days a week coverage.

There shall be two inspections made of each boiler and accessory equipment in each 24-hour period that the boiler is in operation, including weekends and holidays. These inspections shall be made not less than six hours apart and shall be entered on logs approved by the State.

There shall be weekly water tests made on each boiler while the boiler is in operation. These test results, records of any chemicals added, and any corrections or comments shall be logged on an inspection sheet and be submitted to the State every month. The company furnishing the boiler chemical shall also test the boiler each month and submit an inspection sheet to the State.

All boilers will be cleaned, internally inspected, hydrostatically tested and repaired on an annual basis. State will coordinate with the Contractor for a yearly internal insurance inspection.

All boilers will be tested for maximum combustion efficiency, and all necessary adjustments shall be made to reach maximum efficiency. Combustion efficiency shall be performed and documented annually.

All seasonally operated boilers shall be in a fully serviced and operational condition by September 15. All steam traps locations shall be depicted on a floor plan approved by the contract manager for the State. All steam traps shall be inspected for correct operation before January 1 of every year. Steam trap inspections shall be documented and provided to the contract manager for the State on or before January 15. All steam traps that are not functioning properly shall be replaced or repaired on or before January 15.

### **3.2.8 Maintenance of Refrigeration Systems.**

**3.2.8.1 Personnel.** Contractor shall provide trained personnel, employed and directly supervised, who are thoroughly qualified to maintain and repair refrigeration equipment, and all of whom shall have been trained in the venting, recovery, recycling and replacement of refrigerants used

in air conditioning and refrigeration systems. All personnel working on such equipment shall have taken and passed an EPA-approved test appropriate for the equipment that they service.

**3.2.8.2 Preventive Maintenance.** Work shall include, but shall not be limited to the following:

1. Weekly:  
All refrigeration systems with a capacity greater than five tons, and all systems serving computer rooms shall be checked a minimum of three times a week (Monday, Wednesday, and Friday). Log sheets will be provided by the State, and all information requested shall be recorded on the Log sheets.
2. Monthly:
  - a. Check of system performance to include all major components. Perform all procedures noted on Preventive Maintenance Procedures log sheet, and sign-off on work performed.
  - b. Adjust and clean all major system components including motors, starters, drives, controls, valves, etc.
  - c. Check oil and grease levels where applicable and lubricate all moving parts.
  - d. Check cooling towers for proper operation. Perform a tower and closed circuit fluid cooler water analysis to check for PH levels, dissolved solids, total hardness, P & M alkalinity, and NaCl. Add chemicals as required. A copy of the report shall be submitted to the State each month.
  - e. Check for refrigerant leaks, repair any found, charge refrigerant into system.
  - f. Purge air and non-condensables from refrigerant system.
  - g. Schedule any major repair work with the State.
3. Annually:
  - a. Perform all tasks noted on the Preventive Maintenance Procedures log sheet for each piece of equipment.
  - b. Annual preventive maintenance will be performed on all seasonally operated equipment during the time period between seasonal shut-down and April 30. All such equipment shall be in a fully serviced and operational condition, with block heaters on, by May 1 of each year.
  - c. Have compressor oil analyzed for physical data and metal. The State reserves the right to determine the type of testing to be performed on compressor oil.

**3.2.9 Temperature Control Systems.** Building operations and temperatures shall be maintained to the policy standards established by the State of Montana. Remote communications shall be maintained with DDC systems including communication features of the DDC front end system to applicable buildings. Contractor must have the ability and qualifications to operate, troubleshoot and program all controls. Contractor shall obtain and maintain software and programming tools and software for a full functioning system.

Each DDC system shall be checked every Monday morning for connection, correct operation and integrity of the graphics.

All temperature controls security shall be maintained. Passwords shall be changed every 90 days.

1. Fall Service. Fall service will be performed on all temperature control systems by November 1 of each year.
  - a. Boilers and Pumps (as applicable to unit being serviced).
    1. Check and calibrate all controllers.
    2. Calibrate all transmitters and set receiver gauges as required.
    3. Check all PE switches.
    4. Check all control valves.
    5. Check all pilot positioners.
    6. Calibrate all controllers as required.

- b. HVAC Unit/Fan Systems (as applicable).
    - 1. Review sequence of operation.
    - 2. Check operation of all dampers.
    - 3. Check pilot positioners.
    - 4. Check all control valves.
    - 5. Calibrate all controllers.
    - 6. Calibrate all transmitters and set receiver gages as required.
    - 7. Check all solenoid air valves, PE switches and air valves for proper operation.
    - 8. Check all freezestats and verify proper operation.
    - 9. Verify the proper control sequencing and operation of the unit.
  - c. Room/Terminal Unit Controls (as applicable).
    - 1. Check and calibrate all room/zone stats.
    - 2. Check all control valves.
    - 3. Check operation of all dampers.
    - 4. Check all PE switches, solenoid air valves, and limit controls.
    - 5. Check operation of auxiliary devices.
2. Spring Service. Spring service will be performed on all temperature control systems by May 1 of each year.
- a. HVAC Unit/Fan Systems (as applicable).
    - 1. Review sequence of operation.
    - 2. Check operation of all dampers.
    - 3. Check pilot positioners.
    - 4. Check all control valves.
    - 5. Calibrate all controllers.
    - 6. Calibrate all transmitters and set receiver gages as required.
    - 7. Check all solenoid air valves, PE switches and air valves for proper operation.
    - 8. Check all units with economizer cooling for proper operation.
    - 9. Verify the proper control sequencing and operation of the unit.
  - b. Room/Terminal Unit Controls (as applicable).
    - 1. Check and calibrate all room/zone stats.
    - 2. Check all control valves.
    - 3. Check operation of all dampers.
    - 4. Check all PE switches, solenoid air valves, and limit controls.
    - 5. Check operation of auxiliary devices.

**3.2.10 Miscellaneous/Utility Work.**

- 1. Contractor shall provide 30 man-hours of labor each month to accomplish miscellaneous/utility work and building control work in the buildings covered by this contract, or a total of 360 hours per year. Miscellaneous/utility work hours shall be in addition to all other hours required by this contract. Controls work will include interoperability, installation, programming, security and all aspects of control work with respect to all the features and portions of the building controls installed and expanded on the Capitol Complex. The controls will include but not be limited to Johnson Controls, Tridium, Invensys, Delta, and Staefa.  
  
ONLY AN AUTHORIZED OFFICIAL OF THE CONTRACTING AGENCY MAY REQUEST OR ORDER THIS WORK AND SUCH AUTHORIZATION MUST BE IN WRITING.
- 2. Contractor shall furnish only labor and the tools of the trade to accomplish this work.
- 3. Contractor shall record the man-hours expended each month for miscellaneous/utility work and submit a monthly accounting of these hours to the State as a part of the Monthly Service Report.
- 4. State shall furnish the necessary materials for this work, or Contractor will be paid cost plus 15% mark up on materials it purchased.

5. Invoices for miscellaneous/utility work will be submitted within 45 days of the completion of the work. Invoices submitted more than 45 days after completion will be considered invalid.

**3.2.11 Technical Consulting Assistance.** Contractor shall provide technical suggestions, advice and guidance with respect to mechanical systems covered by this contract. As a regular part of the contract, the Contractor will be included in technical discussions and reviews with respect to changes, repairs and additions to the mechanical systems on the Capitol complex. Contractor shall participate in discussions, as required by the State, in order to share current and past knowledge that would assist with decreasing energy consumption, increasing efficiency, increasing comfort, reducing capital expenditures, tuning building controls and more. Contractor shall provide review comments on project designs.

#### **4. WARRANTIES**

**4.1 Warranty of Products.** Contractor warrants that the products supplied conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect for a period of 30 days from the date of shipment. The length of warranty may vary by product. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Contractor acknowledges that exceptions will be rejected.

**4.2 Warranty of Services.** Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

#### **5. CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration of the mechanical maintenance services to be provided, the State shall pay Contractor \$88,029.59 per month (Total Annual Bid Price: \$1,056,355.00). Pricing summaries can be found in Attachment A of this contract.

**5.2 Withholding of Payment.** In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

**5.3 Payment Terms.** Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

**5.4 Reference to Contract.** The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

#### **6. PREVAILING WAGE REQUIREMENTS**

**6.1 Montana Resident Preference.** The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

Unless superseded by federal law, Contractor shall ensure that at least 50% of the workers performing labor on this project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

**6.2 Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Because this contract has an initial term of 12 months with optional renewals, this contract is subject to the 3% adjustment when the contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

**6.3 Notice of Wages and Benefits.** Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

**6.4 Wage Rates, Pay Schedule, and Records.** Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wage Rates for Building Construction Services 2013.

## **7. ACCESS AND RETENTION OF RECORDS**

**7.1 Access to Records.** Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 16, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

**7.2 Retention Period.** Contractor shall create and retain all records supporting the mechanical maintenance services for a period of eight years after either the completion date of this contract or termination of the contract.

## **8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the

acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

## **9. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to defend, indemnify, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this contract.

## **10. REQUIRED INSURANCE**

**10.1 General Requirements.** Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**10.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**10.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**10.4 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**10.5 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, along with required endorsements, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **11. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This

insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

## **12. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, all applicable environmental laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

## **13. DISABILITY ACCOMMODATIONS**

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

## **14. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **15. CONTRACT PERFORMANCE ASSURANCE**

**Contract Performance Security – All Forms Accepted.** Contractor shall provide contract performance security based upon 100% of the contract total.

Contractor shall provide the contract performance security in one of the following forms, within 10 working days from the Request for Documents Notice. **ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.** Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than A- and supplied on the State of Montana's designated form entitled "Contract Performance Bond," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the State of Montana's designated form entitled "Irrevocable Letter of Credit," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit

union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the State. All interest income from these certificates must accrue only to Contractor and not the State.

**See Title 18, chapter 4, part 3, MCA; Title 30, chapter 5, MCA; and ARM 2.5.502.**

This contract performance security must remain in effect for the entire term of this contract, including all contract renewals. The contract performance security in the form of a contract performance bond has been provided to the following address: State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

## **16. CONTRACT TERMINATION**

**16.1 Termination for Cause.** The State may, by written notice to Contractor, immediately terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms or conditions contained in this contract.

**16.2 Termination for Convenience.** The State may, by written notice to Contractor, terminate this contract without cause and without incurring liability to Contractor. The State shall give notice of termination to Contractor at least 30 days before the effective date of termination. The State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**16.3 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**16.4 Reduction of Funding.** The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

## **17. EVENT OF BREACH – REMEDIES**

**17.1 Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching section 22.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

**17.2 Event of Breach by State.** The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

**17.3 Actions in Event of Breach.** Upon the Contractor's material breach, the State may:

- terminate this contract under section 16; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

**18. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

**19. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**20. LIAISONS AND SERVICE OF NOTICES**

**20.1 Contract Liaisons.** All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Wayne Delzer is the State's liaison.  
General Services Division  
1310 Lockey Street  
Helena MT 59601  
Telephone: (406) 444-1458  
E-mail: [wdelzer2@mt.gov](mailto:wdelzer2@mt.gov)

William Paul, General Manager is Contractor's liaison.  
Mechanical Technology, Inc.  
815 Cerise Road  
Billings MT 59103  
Telephone: (406) 245-8340  
E-mail: [WilliamP@mticontrols.com](mailto:WilliamP@mticontrols.com)

**20.2 Notifications.** The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

**20.3 Identification/Substitution of Personnel.** Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

## **21. MEETINGS**

**21.1 Technical or Contractual Problems.** Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

**21.2 Progress Meetings.** During the term of this contract, the State's Project Manager may plan and schedule progress meetings with Contractor to discuss Contractor's and the State's progress in the performance of their respective obligations. These progress meetings may include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

**21.3 Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

**21.4 State's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **22. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by

the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most contract current rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

**23. CHOICE OF LAW AND VENUE**

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

**24. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**25. AUTHORITY**

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**26. SEVERABILITY CLAUSE**

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

**27. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**27.1 Contract.** This contract consists of 18 numbered pages, Attachments A and B as required, Solicitation IFB14-2323J, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**27.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**28. WAIVER**

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

29. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA  
Department of Administration  
General Services Division  
PO Box 200110  
Helena MT 59620-0110

MECHANICAL TECHNOLOGY, INC.  
PO Box 1376  
Billings MT 59103

FEDERAL ID #: 81-0452720

BY: Shelley Ann DOT  
(Name/Title) Director  
Shelley Ann  
(Signature)

BY: Richard Rose President  
(Name/Title)  
Richard Rose  
(Signature)

DATE: 10/30/13

DATE: 10/25/2013

Approved as to Legal Content:  
Mike Marum 10-25-13  
Legal Counsel (Date)

Approved as to Form:  
Donny Selling 10-24-13  
Procurement Officer (Date)

## ATTACHMENT A: PRICING

### 1. AIR CONDITIONING DEDUCT

The annual cost for air conditioning is to show a complete breakdown for air conditioning prices WHICH ARE INCLUDED in the complete mechanical bid prices, and will be used for a DEDUCT on the monthly price for those units if taken out of service.

BUILDING	ANNUAL COST
<b>BLDG 01 – 2 CARSON STREET - EXECUTIVE RESIDENCE</b>	
a. (1) Carrier 50AH050500, s/n138520143, 5 ton	\$295
b. (1) Carrier 50AH-060-m-531, s/n 3706V10770, 5 ton	\$295
<b>BLDG 02 – 1401 EAST LOCKEY - COGSWELL BUILDING</b>	
<b>A &amp; C-Wing</b>	
a. (1) Chiller York, s/n 2BXM010216 Boiler room	\$3,585
b. (1) Condenser, York CACC-1, s/n 2BXM010012 outside boiler room door	\$750
c. (1) Closed Circuit Fluid Cooler, CCFC-1 Baltimore Air Coil outside boiler room door	\$2,820
d. (1) Data Aire Model DAMA-0112-P 3 ton, serves A212 Communications Condenser on a-wing roof	\$325 \$200
<b>B-Wing Lab</b>	
e. (1) McQuay ACZ100B AC2 - 103 ton Packaged condensing unit Outside by generators	\$1,265
f. (1) McQuay ACZ013AC712, AC1 – 13 ton Condensing Unit, B-wing roof Serves MAU-1	\$300
<b>BLDG 03 – 1315 EAST LOCKEY - WALT SULLIVAN BUILDING</b>	
a. West Boiler Room: (1) Trane CG40E - 40 ton And cooling tower	\$1,333 \$590
b. East Boiler Room: (1) York Chiller, YCWL0084HR17XABSDT, 84 ton And cooling tower	\$2,225 \$965
<b>BLDG 05 – 111 NORTH SANDERS - DPHHS BUILDING</b>	
a. Rooftop: (1) Carrier Model 38AK-028-500 – 25 ton	\$2,750
b. (1) Carrier Model 38AE-064-510	\$3,300

## ATTACHMENT A: PRICING

BUILDING	ANNUAL COST
Double Unit - 60 ton	
c. Computer Room: (1) Data Aire DTAD 0832 - 8 ton Not in Use	\$0
d. Computer Room: (1) Data Aire DTDAD 1032 - 10 ton Not in use	\$0
e. Basement – Storage (1) MovinCool	\$225
<b>BLDG 06 – 125 NORTH ROBERTS - MITCHELL BUILDING</b>	
a. Room 415/412 (1) Temptrol WF-DV5 AHU	\$775
b. Liebert (1) E219WUCA00/SN 709197-001, 208, 3ph South of phone room 1	\$400
c. (1) Air cooled water chiller unit, McQuay – 110 m/n AGZ120BS712-ER11, s/n STN4060800101 ton East leg roof	\$6,100
d. (1) Carrier Unit 30HSO90D500 - 90 ton (Triple Unit)	\$5,000
(1)Condenser, Carrier 09DE084510 for triple unit in penthouse	\$3,000
e. Room 24: (1) Trane, DX unit with condenser outside m/n DALB-B502-B, Cafeteria	\$385
f. 2nd floor new wing (1)fan unit , chilled water	\$440
g. 2nd floor (1) – Barkow – Chilled water fan coil phone room	\$440
h. 2nd floor – phone room –(1) McQuay FCZ1S08QJ00J00A6 18 AIC1	\$880
<b>BLDG 08 – 118 NORTH ROBERTS - CAPITOL ANNEX BUILDING</b>	
a. (1) Trane SUW-301A - 3 ton	\$300
<b>BLDG 09 – 120 NORTH ROBERTS - BOILER PLANT</b>	
a. (1) McQuay Model PFH063MA	\$12,000
<b>BLDG 11 – 225 NORTH ROBERTS - MONTANA HISTORICAL SOCIETY BUILDING</b>	
a. Boiler Room: (1) Carrier 5H40-548 - 30 ton	\$1,300
b. (1) Carrier 5F60-149 - 20 ton	\$1,000
c. (1) Trane 3ESF40 - 40 ton	\$2,000
d. (1) Bohn RCB-42D - 42 ton Double Unit	\$2,000

## ATTACHMENT A: PRICING

BUILDING	ANNUAL COST
e. (1) York Model DW40-2513 - 4 ton	\$300
<b>BLDG 12 – 215 NORTH SANDERS - JUSTICE BUILDING</b>	
a. (1) Dunham-Bush PCX150H - 150 ton	\$7,000
b. State Library(1) Air Flow Sky Hook Model SH 2A2 - 1.5 ton Above ceiling, Server Room	\$200
c. Data Aire Model DTAU-0312- 3 ton Room 208 Computer Room Server Room	\$220
<b>BLDG 13 – 1520 EAST SIXTH AVENUE - LEE METCALF BUILDING</b>	
a. (1) DunHam-Bush PWC-030T, 30 ton Double Unit	\$2,500
b. (50) Heating Pumps (total 75 ton)	\$12,500
<b>BLDG 15 – 1500 EAST SIXTH AVENUE - TEACHER'S RETIREMENT BUILDING</b>	
a. Roof: (1) Tempstar CA5560VKD2 - 5 ton	\$350
(1) Tempstar CA5560VKDS - 5 ton	\$350
(1) Rheem RAKA – 060JAZ - 5 ton	\$350
<b>BLDG 16 – 1420 EAST SIXTH AVENUE</b>	
a. (1) Condenser Dunham	\$2,000
b. (1) Condenser, CU	\$1,000
<b>BLDG 17 – 1300 11TH AVENUE - OFFICE OF PUBLIC INSTRUCTION</b>	
a. (2) TRANE - Model YCH074C - 6 ton each	\$600
b. (2) TRANE Dual Compressor Units Model YCH091D - 7.5 ton each	\$650
c. (1) TRANE Unit - Model YCH061C - 5 ton	\$300
d. (1) TRANE Unit - Model YCH103B - 8.5 ton	\$350
<b>BLDG 18 – 1424 9TH AVENUE - COMMERCE DEPARTMENT</b>	
a. (1) Air cooled water chiller, Mcquay, m/n AGZ070CHSNN-ERID, s/n STNU080900014 4 compressors, 4 fans	\$4,000
b. Computer Room – Carrier – 3 ton Fan coil: Carrier M/N: 40QKB	\$300

## ATTACHMENT A: PRICING

BUILDING	ANNUAL COST
Condensing Unit: Carrier M/N: 38HD036C300	
S/N: 4397X32365	
<b>BLDG 20 – 302 NORTH ROBERTS - SCOTT HART BUILDING</b>	
a. North Boiler Room: (2) Trane CG75B, 75 ton each	\$0
b. Condenser: Trane, m/n CAUCC80E2603, s/n J90C80420 Outside Auditorium	\$0
c. Condenser, Carrier, m/n 09DK090974---5000-- s/n 2698F53094, Outside Auditorium	\$0
<b>BLDG 21 – 1236 6TH AVENUE</b>	
a. Tempstar Model TCA036AKA4 S# L023016765 - 3 ton	\$225
b. Tempstar Model TCA-36AKA4 S#L023016758 - 3 ton	\$225
c. Carrier furnace gas fired with DX basement location	\$400
<b>BLDG 27 – 1209 8TH AVENUE</b>	
a. Carrier Gas furnace w/DX, m/n 58HDX080---10116 s/n 3910A63079, 2010, 80,000 in Evaporator m/n CNPUP3621ACAACAA	\$400
<b>BLDG 29 – 1400 8TH AVENUE</b>	
a. (1) Lennox Model #HS6-411-1FV - 3 ton	\$225
<b>BLDG 35 – 920 FRONT STREET (OLD LIQUOR WAREHOUSE)</b>	
a. (1) Lennox GCS10-5N-75-1P- 4 ton	\$225
b. (1) Trane Model BYC 130G3HOBB - 11 ton	\$350
c. (1) Trane Model BYC 036G30BA - 3 ton	\$225
d. Mail Room – (2) Heil Model CA5060VHA1 - 5 ton	\$225
e. Roof top unit, Carrier, m/n 50PG-M16-D-50-SS s/n 2807650026, 3 fans, 3 compressors above secured print	\$800
<b>BLDG 36 – 1320 BOZEMAN AVENUE - RECORDS MANAGEMENT BUILDING</b>	
a. (1) Trane 5C33D - 3 ton	\$225
b. (1) Lennox Condensing Unit - 4 ton Model #H59-463-5Y	\$250

## ATTACHMENT A: PRICING

BUILDING	ANNUAL COST
<b>BLDG 38 – 715 FRONT STREET - HELENA JOB SERVICE</b>	
a. (1) Johnson/York – 10 ton (north side)	\$500
b. (1) Johnson/York – 13.5 ton (roof)	\$700
<b>BLDG 39 – 1100 NORTH LAST CHANCE GULCH</b>	
a. (1) Larkin, RFD21, 3 fans Serves Abandon State patrol Computer Room Epac	\$350
b. (1) Condenser, McQuay, 4 compressors, 4 fans, 1.5 hp m/n ACZ0303BC 712-ER11, s/n STNN070100189, 208v, 152A E807876130	\$1,750
c. (1) Condenser, Trane, Type 269-1333-1-A, s/n: C84U-10225 Serves AH-1	\$475
d. (1) Condenser, Dunham-Bush Unit – AUDR030A 30 ton compressor, Serve AC-2 Airfan	\$1,500
<b>BLDG 40 – 1227 ELEVENTH AVENUE</b>	
Rooftop Units:	
RTU-1 Lennox – M/N LGA048SH1Y; s/n: 5698J00518 C/N: 62S65 - 4 ton	\$225
RTU-2 Lennox – M/N LGA048SH1Y; S/N: 56998J00519 C/N: 62565 - 4 ton	\$225
RTU-3 Lennox – M/N LGA048SH1Y; S/N: 56998J00515 C/N: 62565 - 4 ton	\$225
RTU-4 Lennox – M/N LGA048SH1Y; S/N: 56998J00517 C/N: 62565 - 4 ton	\$225
RTU-5 Lennox – M/N LGA048SH1Y; S/N: 56998J00516 C/N: 62565 - 4 ton	\$225
RTU-6 Lennox – M/N LCA036SN1Y; S/N: 5698J00512 C/N: 62S65 - 4 ton	\$225
RTU-7 Lennox – M/N KCA07234BN1V; S/N: 5609G03079 C/N: F0676	\$225
Condensing Units – Roof top Lennox - Model HS29-653-2Y	
Unit 1: S/N 5896H17155 – 5 ton	\$150
Unit 2: S/N 5896H17154 – 5 ton	\$150
Unit 3: S/N 5896H17129 – 5 ton	\$150

**ATTACHMENT A: PRICING**

BUILDING	ANNUAL COST
Unit 4: S/N 5896J54764 – 5 ton	\$150
<b>BLDG 41 – 2517 AIRPORT ROAD - NEW LIQUOR WAREHOUSE</b>	
a. (1) Tempstar Model CA5560VKD2 - 5 ton	\$275
b. (7) Lennox Model XR95, m/n TUH1C080A9601AA	\$225
<b>BLDG 43 – 2800 AIRPORT ROAD - AVIATION SUPPORT FACILITY</b>	
a. (1) Trane RAUC-406-D - 4 ton	\$225
b. (2) Trane RAUC-256-A - 2.5 ton	\$225
<b>BLDG 44 – 5 SOUTH LAST CHANCE GULCH - STATE FUND BUILDING</b>	
a. (1) Trane CCABC504RANFR30BFLPT- 50 ton	\$2,000

## ATTACHMENT A: PRICING

### **2. EMERGENCY GENERATORS**

#### Emergency Generator Contractor Responsibilities

A. On-Call (24 hours a Day/7 Days a Week)

Assure that the engine-generator and associated auto-transfer switch functioned properly during the power outage.

B. Weekly

Perform documented simulated power outage, which will also test auto-transformer switch function, and proper function of engine-generator. (This test must be performed on Saturday or Sunday when the building is relatively unoccupied.)

Check surge protector fuse indicators and replace blown fuses if applicable.

C. As Scheduled (Or As Recommended By Generator Manufacturer)

Perform preventive maintenance on engine-generator, including oil change, oil filter change, air filter change, coolant check, battery check, timing check, check condition of belts and hoses and other things recommended by manufacturer to best assure proper operation of unit. Replace parts as necessary to maintain correct operation of system. All actions shall be documented on a maintenance sheet submitted for approval to the mechanical contract manager for the State of Montana. SITSD generators shall be serviced in September or October.

D. Parts to Be Supplied by Contractor

All parts required to support above responsibilities will be provided by the contractor. The parts shall be those recommended by the manufacture in their literature. This does not include repair parts for any equipment, except those preventive maintenance items listed above, such as belts, hoses, filters, etc.

E. 490 18th Street and 125 North Roberts generators require all preventive maintenance to be completed within September and October.

#### **RESPONSIBILITIES FALLING OUTSIDE OF CONTRACT:**

A. Any diagnosis and/or repair work not identified above.

B. Any repair or replacement parts not mentioned above.

The State will provide the contractor written, step-by-step procedures to follow for all contractor responsibilities. Contractor will provide the State immediate notification of any apparent malfunction and/or unsafe condition of any of the above equipment.

## ATTACHMENT A: PRICING

### EMERGENCY GENERATORS MAINTENANCE SUPPORT

BUILDING	ANNUAL COST
<b>Bldg. 02 – Cogswell – 1401 East Lockey</b>	\$2,300
Generator #1, Onan, Lab, s/n D020357062 (Outside at grade between B&C wings)	
<b>Bldg. 02 – Cogswell – 1401 East Lockey</b>	\$2,300
Generator #2, Generac, DPHHS-IT, s/n 2083442 (Outside at grade between B&C wings)	
<b>Bldg. 05 – DPHHS – 111 North Sanders</b>	\$2,300
Generator #1, Generac (150KVA), DPHHS-IT, s/n (Exterior southeast side)	
<b>Bldg. 06 – MITCHELL – 125 North Roberts</b>	\$2,350
Generator #1, Cummins/Onan SITSD, s/n L040718884 (Exterior south side)	
<b>Bldg. 06 – MITCHELL – 125 North Roberts</b>	\$2,350
Generator #2 Cummins/Onan SITSD, s/n L040718885 (Exterior south side)	
<b>Bldg. 12 – JUSTICE/STATE LIBRARY – 215 North Sanders</b>	\$2,150
Generator #1, Kohler (80 KVA), State Library IT, s/n 6MS105-GAE (Exterior southeast side)	
<b>Bldg. 44 – 5 SLCG – 5SLCG</b>	\$1,750
Generator #1, Kohler (45 KVA), GSD, s/n 123434 (Basement NW side, storage room)	
<b>Bldg. 48 – Montana State Data Center – 490 18th Street</b>	\$5,500
Generator #1, Onan (1352 KVA)(Room 111, W corner), s/n I120393801	
<b>Bldg. 48 – Montana State Data Center – 490 18th Street</b>	\$5,500
Generator #2, Onan (1352 KVA) (Room 111, W corner), s/n H090020374	

## ATTACHMENT A: PRICING

### 3. BOILER LOCATIONS

<b>BUILDING # 1</b>	<b>2 CARSON STREET – EXECUTIVE RESIDENCE</b>
#MTB-23158	WEIL-MCLAIN, HIGH EFFICIENCY ULTRA 310 SERIES 2, HOT WATER
#MTB-23519	WEIL-MCLAIN, HIGH EFFICIENCY ULTRA 310 SERIES 2, HOT WATER
#MTB-23520	WEIL-MCLAIN, HIGH EFFICIENCY ULTRA 310 SERIES 2, HOT WATER
<b>BUILDING # 2</b>	<b>1401 EAST LOCKEY – COGSWELL BUILDING</b>
#MTB-12087	KEWANEE LOCOMOTIVE F.T. BOILER (GAS) CLASS S, 36" DIA. High Pressure 40-50 Steam, M/N H3S-20-G-Catalog 845031, 20hp, Gordon Piatt Burner M/N/ #S6.1-G-03-AJ299655; Controller: FireEye type EB 700, Engine Code 04, S/N 9808 0023, Display Module type ED 500, Programmer type EP 160, Flame Amplifier Module: type EUV1
#MTB-23434	WEIL-MCLAIN, M/N 94, SERIES 3, Steam Boiler M/N 2394, Controller: FireEye type EB 700, Engine Code 04, S/N 9808 0023, Display Module type ED 500, Programmer type EP 160, Flame Amplifier Module type EUV1
<b>BUILDING # 3</b>	<b>1315 EAST LOCKEY – WALT SULLIVAN BUILDING</b>
#MTB-03971	BIRCHFIELD S.M. BOILER, Steam, (GAS) GLASS S, 62" DIAMETER M/N PSL 1052, S/N 11616, Industrial Combustion Burner, S/N 52582-1, M/N VG 42, 1.5 hp, Marathon, 3ph
#MTB-27004	WEIL-McLAIN, Ultra 550, CP6119469, Series No.1, 550,000 in, 517,000 out
#MTB-27005	WEIL-McLAIN, Ultra 550, CP6119465, Series No.1, 550,000 in, 517,000 out
#MTB-27006	WEIL-McLAIN, Ultra 550, CP6119471, Series No.1, 550,000 in, 517,000 out
<b>BUILDING # 4</b>	<b>1301 EAST LOCKEY- OLD BOARD OF HEALTH</b>
MT-10751	BURNHAM BOILER CAST IRON SECTIONAL, CLASS S, Steam M/N K-5013-B, S/N 7723754, 93600 IN – 739,440 OUT, Boiler, Controller: Honeywell Type RM7890A1015
<b>BUILDING # 5</b>	<b>111 NORTH SANDERS – DPHHS BUILDING</b>
MT-10752	BURNHAM BOILER CAST IRON SECTIONAL, CLASS HOT WATER, 594,000 BTU, Model 810B-W1, S/N 7701022, Bur001C03C-A4 (on printed circuit board)
MT-10753	BURNHAM BOILER CAST IRON SECTIONAL, CLASS HOT WATER, 594,000 BTU, Model 810B-WI, S/N 7722970, Bur001C03C-A4 (on printed circuit board)
MT-10754	BURNHAM BOILER CAST IRON SECTIONAL, CLASS HOT WATER 594,000 BTU Model 810B-WI, S/N 7725168, Bur001C03C-A4 (on printed circuit board)
<b>BUILDING # 9</b>	<b>120 NORTH ROBERTS – MAIN BOILER PLANT</b>
#MTB-03823	#1, ORR & SEMBOWER, F.T.BOILER (GAS) CLASS S, 94" DIAMETER, 346hp 11,619,000 btu,
#MTB-03824	#2, ORR & SEMBOWER, F.T.BOILER (GAS) CLASS S, 94" DIAMETER, 346hp 11,619,000 Burners (2), Industrial Combustion, s/n 52086-1, s/n 52086-2, m/n DLG-145P
<b>BUILDING # 11</b>	<b>225 NORTH ROBERTS – MONTANA HISTORICAL SOCIETY</b>
#MTB-23516	HURST BOILER – STEAM – MODEL #LPE-X-50HP 15X30 SERIAL #LPE200-15-30-7M – STEAM LBS/HR 1725 MIN BTU/HR 750,000; MAX BTU/HR 2,092,000
#MTB-23517	HURST BOILER – STEAM – MODEL #LP3-X-40-15 40HP SERIAL #LPE-165.5-15-30-7M; STEAM LBS/HR 1380
#MTB-14190	WEIL-MCLAIN, Cast Iron Sectional, 1994, Model #588 Class S, 1357,000 IN – 1,084,000 OUT: Power burner M/N WCR1-C-12, S/N 089676513; Controller #3: Honeywell Type RM 7985 A 1014 ST 7800 A-106209630

## ATTACHMENT A: PRICING

<b>BUILDING # 12</b>	<b>215 NORTH SANDERS – JUSTICE BUILDING</b>
#MTB-08041	CLEAVER-BROOKS W.T. (GAS) CLASS HOT WATER, 20" DIAMETER Controller: Honeywell Model CB20 833-2200
#MTB-08042	CLEAVER-BROOKS W.T. (GAS) CLASS HOT WATER, 20" DIAMETER Controller: Honeywell Model CB20 833-2200
<b>BUILDING # 13</b>	<b>1520 EAST SIXTH AVENUE – METCALF BUILDING</b>
#MTB-23513	CLEAVER-BROOKS SERIAL 7600499300032 MAWP: 60 PSI; HEATING SURFACE – 11.7 SQ. FT. BOILER HEATING SURFACE – 343.8 SQ. FT. EXTENDED
#MTB-23514	LOCHNVAR – MODEL PBN 1300-M9 – SERIAL #F06H00187982 CONTROL M-9; MAX WP 160 PSI; MAX IMPUT BTU 1,300,000 OUTPUT – 1,105,000
#MTB-23515	LOCHNVAR – MODEL PBM 1300-MP; SERIAL #F06H00187983 CONTROL M-9; MAX WP 160 PSI; MAX IMPUT BTU 1,300,000 OUTPUT – 1,105,000
<b>BUILDING # 16</b>	<b>1420 EAST SIXTH AVENUE – FISH, WILDLIFE &amp; PARKS</b>
#MTB-27152	WEIL-McLAIN ULTRA, Ultra 750, CP6120289, 750,000 in, 717,000 out
#MTB-27153	WEIL-McLAIN ULTRA, Ultra 750, CP6119965, 750,000 in, 717,000 out
#MTB-27154	WEIL-McLAIN ULTRA, Ultra 230, CP6377537, 230,000 in, 207,000 out
<b>BUILDING # 20</b>	<b>302 NORTH ROBERTS – SCOTT HART BUILDING</b>
#MTB-22630	PATTERSON-KELLEY CO. THERMIFIC HOT WATER BOILER; Controller: Honeywell RM7895C-1020 0234Q12641 ST 7800 A 1039-0252, 30 second timer, Honeywell Ultra Violet Flame Amplifier, 1,500,000 IN – 1,275,000 OUT
#MTB-22631	PATTERSON-KELLEY CO. THERMIFIC HOT WATER BOILER; Controller: Honeywell RM7895C-1020 0234Q12641 ST 7800 A 1039-0252, 30 second timer, Honeywell Ultraviolet Flame Amplifier, 1,500,000 IN – 1,275,000 OUT
#MTB-22632	PATTERSON-KELLEY CO. THERMIFIC HOT WATER BOILER; Controller: Honeywell RM7895C-1020 0234Q12641 ST 7800 A 1039-0252, 30 second timer, Honeywell Ultraviolet Flame Amplifier, 1,500,000 IN – 1,275,000 OUT
<b>BUILDING # 22</b>	<b>1218 EAST SIXTH AVENUE (Diane)</b>
#MTB-23463	WEIL-McLAIN, ULTRA- 155, 2005, SERIES 2, CP4964549, 155,000 in, 139,000 out
#MTB-23464	WEIL-McLAIN, ULTRA- 155, 2005, SERIES 2, CP4964517, 155,000 in, 139,000 out
<b>BUILDING #31- 34</b>	<b>1410-1412 ½ 8th AVENUE – 4-PLEX</b>
#MTB-15251	BURNHAM, 1996, M/N P204BWNVH, S/N 17403458
#MTB-15252	BURNHAM, 1996, M/N P284BWNVH, S/N 17420331
<b>BUILDING # 35</b>	<b>920 FRONT STREET - OLD LIQUOR WAREHOUSE</b>
#MTB-22651	BURNHAM STEAM BOILER, Model PV912SNP, S/N 64593509; Power flame burner M/N CC2—20B, S/N 090310279, Job #J012726; Controller: Honeywell RM 7895C 1012 0336Q55500; Honeywell Ultraviolet Flame Amplifier, Honeywell 90 second relay- ST 7899A 1063-#0332
<b>BUILDING # 36</b>	<b>1320 BOZEMAN AVENUE – RECORDS MANAGEMENT</b>
#MTB-03367	AMERICAN STANDARD C.I. BOILER (GAS) CLASS HOT WATER, 20" DIAMETER 16" X 24" X 32", Controller: Honeywell Type RA832A, Model RA832A3K0A1
<b>BUILDING # 37</b>	<b>304 NORTH EWING – ORIGINAL GOVERNOR'S MANSION</b>
#MTB-06369	PEERLESS C.I. STEAMBOILER (GAS) CLASS S 49"L X 24"H X 21"D, 440,000 IN – 352,000 OUT

## ATTACHMENT A: PRICING

<b>BUILDING # 38</b>	<b>715 FRONT STREET – HELENA JOB SERVICE</b>
#MTB-27739	WEIL-McLAIN, Ultra 230, CP6377784, Series no. 3-UE, 230,000 in, 207,000 out,
#MTB-27740	WEIL-McLAIN, Ultra 230, CP6377810, Series no. 3-UE, 230,000 in, 207,000 out,
#MTB-27741	WEIL-McLAIN, Ultra 230, CP6377787, Series no. 3-UE, 230,000 in, 207,000 out,
<b>BUILDING # 39</b>	<b>1100 NORTH LAST CHANCE GULCH</b>
#MTB-14434	WEIL McLAIN HOT WATER S/N CP3247103; PFG-8-P1DN; SERIES 6; Input BTU 427,000; Pump: TACO – 1/4hp, 1725 RPM; Model 122A3N10
#MTB-14435	WEIL McLAIN HOT WATER S/N CP3247104; PFG-8-P1DN; SERIES 6; Input BTU 427,000; Pump: TACO – 1/4hp, 1725 RPM; Model 122A3N10
#MTB-14436	WEIL McLAIN HOT WATER S/N CP3226054; PFG-5-P1DN; SERIES 6; Input BTU 244,000; Pump: TACO – 1/8hp, 1725 RPM; Model 111-8
#MTB-14437	WEIL McLAIN HOT WATER S/N CP3226051; PFG-5-P1DN; SERIES 6; Pump: TACO – 1/8hp, 1725 RPM; Model 111-8
#MTB-14438	A.O. SMITH HOT WATER BOILER, S/N M88 1972; M/N BC 225840
<b>BUILDING # 43</b>	<b>2800 AIRPORT ROAD</b>
#MTB-03539	KEWANEE STEAM BOILER, Type FT, 15 PSI (SW End of Building; Type M-505-FG; S/N 0-08545; 150hp; Firing Range 1575-6300 MBH; Maximum 6312; Kewanee Gas Burner Model KM-5.0-1511-G 240 Volt; Controller: Honeywell RM7840 L1018
#MTB-32700	WEIL-McLAIN, TYPE CI, HOT WATER BOILER (GAS), 30 PSI (Hangar Area) Model J-16; 1,760,000 IN – 1,400,000 OUT; Controller: FireEye
#MTB-06859	PEERLESS, TYPE CI HOT WATER BOILER, 30PSI (Hangar Area) Model G-713-FDA- WUP; S/N 7FDA-1754; 1,405,200 BTU-Water; GordonPiatt Burner M/N R8.2-G07; 208 Volt 3phase; Controller: FireEye- M Series Ultraviolet
<b>BUILDING # 44</b>	<b>5 SOUTH LAST CHANCE GULCH- STATE FUND</b>
#MTB-8094	SLANT FIN BOILER, MODEL GG375
#MTB-8095	SLANT FIN BOILER, MODEL GG375
#MTB-8096	SLANT FIN BOILER, MODEL GG375
#MTB-8097	SLANT FIN BOILER, MODEL GG375
<b>BUILDING # 50</b>	<b>2668 BROADWATER AVE., EDUCATIONAL CTR. (FWP)</b>
#MTB-27073	B1-1, WEIL-McLAIN ULTRA, Ultra 230, CP6213422, 230,000 in, 207,000 out. S/N 3-UE
#MTB-27074	B1-2, WEIL-McLAIN ULTRA, Ultra 230, CP6040535, 230,000 in, 207,000 out, S/N 3-UE

## ATTACHMENT A: PRICING

### 4. PRICING SUMMARY

Including air conditioning, emergency generators, and boiler maintenance.

<b>HOURLY RATE FOR SERVICES NOT INCLUDED HEREIN:</b>	<b>\$76.00</b>
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BLDG. #	ADDRESS/DESCRIPTION	ANNUAL COST
1.	2 CARSON STREET - EXECUTIVE RESIDENCE	\$7,097
2.	1401 E. LOCKEY - COGSWELL BUILDING	\$90,488
3.	1315 E. LOCKEY - WALT SULLIVAN BUILDING	\$39,850
4.	1301 E. LOCKEY - OLD BOARD OF HEALTH BUILDING	\$5,250
5.	111 N. SANDERS - DPHHS BUILDING	\$46,855
6.	125 N. ROBERTS - MITCHELL BUILDING	\$118,287
7.	1310 E. LOCKEY - OLD LIVESTOCK BUILDING	\$5,037
8.	118 N. ROBERTS - CAPITOL ANNEX BUILDING	\$1,015
9.	120 N. ROBERTS - BOILER PLANT	\$24,400
10.	1301 E. 6TH AVENUE - STATE CAPITOL BUILDING	\$127,200
11.	225 N. ROBERTS - MT HISTORICAL SOCIETY/MUSEUM BLDG.	\$50,257
12.	215 N. SANDERS - JUSTICE/STATE LIBRARY BUILDING	\$66,840
13.	1520 E. 6TH AVENUE - LEE METCALF BUILDING	\$61,032
15.	1500 E. 6TH AVENUE - TEACHER'S RETIREMENT BUILDING	\$5,380
16.	1420 E. 6TH AVENUE - FISH, WILDLIFE & PARKS BUILDING	\$14,504
17.	1300 11TH AVENUE - OFFICE OF PUBLIC INSTRUCTION	\$15,425
18.	1424 9TH AVENUE - DNRC (OLD COMMERCE)	\$25,230
19.	425 N. ROBERTS - GROUNDS MAINTENANCE SHOP	\$400
20.	302 N. ROBERTS - SCOTT HART BUILDING	\$38,848
21.	1236 E. 6TH AVENUE - SECRETARY OF STATE ANNEX	\$2,523
22.	1218 E. 6TH AVENUE - DIANE	\$3,667
23.	326 WASHINGTON DRIVE - MECHANICAL TECHNICIANS	\$1,110
24.	1225 8TH AVENUE	\$1,030
25.	1219 8TH AVENUE	\$895
27.	1209 8TH AVENUE	\$1,467
28.	1205 8TH AVENUE	\$1,414

## ATTACHMENT A: PRICING

BLDG. #	ADDRESS/DESCRIPTION	ANNUAL COST
29.	1400 8TH AVENUE	\$762
30.	1404 8TH AVENUE	\$825
31.	1410-1412½ 8TH AVENUE - 4-PLEX	\$2,325
32.	GROUND GARAGE	\$304
33.	1425 9TH AVENUE GARAGE (CARPENTER'S SHOP)	\$808
35.	920 FRONT STREET - OLD LIQUOR WAREHOUSE	\$12,124
36.	1320 BOZEMAN STREET - RECORDS MANAGEMENT BUILDING	\$14,687
37.	304 N. EWING - ORIGINAL GOVERNOR'S MANSION	\$8,160
38.	715 FRONT STREET - HELENA JOB SERVICE	\$6,500
39.	1100 NORTH LAST CHANCE GULCH - ARMORY	\$41,095
40.	1227 11TH AVENUE - OPI	\$9,480
41.	2517 AIRPORT ROAD - NEW LIQUOR WAREHOUSE	\$3,705
43.	2800 AIRPORT ROAD - AVIATION SUPPORT FACILITY	\$49,811
44.	5 S. LAST CHANCE GULCH - OLD STATE FUND BUILDING	\$32,855
48.	490 18TH STREET - STATE OF MONTANA DATA CENTER (SMDC)	\$111,400
50.	2668 BROADWATER - EDUCATION CENTER	\$4,053
57.	2668 BROADWATER - WILDLIFE CENTER	\$1,360
58.	16 WEST CUSTER - SURPLUS	\$600
	<b>TOTAL ANNUAL BID PRICE:</b>	<b>\$1,056,355</b>

**ATTACHMENT B: HAZARDOUS MATERIALS/REFRIGERANT POLICY AGREEMENT**

**Hazardous Materials Policy Agreement:**

The contractor agrees to use/provide only environmentally safe products while doing business with the State of Montana, its officials, agents, and employees in fulfillment of this contract; to describe in detail any products it shall use or provide, including necessary specifications indicating that the products meet with all requirements of law; to dispose of any material considered to be "hazardous" under any federal, state, or location statute, regulation, rule or ordinance in a lawful and environmentally safe manner; and to indemnify and hold harmless the State of Montana from any loss, damages or liabilities incurred as a result of use by or on behalf of the State of Montana of such products.

The contractor shall provide to General Services Division and post in a conspicuous location all applicable Material Safety Data Sheets.

**Refrigerant Policy Agreement:**

I, Richard Rose, do hereby acknowledge that all our service technicians who will be working with refrigerants under this contract have received training on venting, recovery, recycling, and replacement of chlorofluorocarbons (CFCs), hydro chlorofluorocarbons (HCFCs), and other refrigerants used in air conditioning and refrigerant systems, units, and small appliances, and have taken and passed an EPA-approved test appropriate for the equipment that they service and/or dispose of.

I agree that all of our service technicians will follow procedures for servicing, repairing, and disposing of any and all refrigerant-containing devices, units, and systems as outlined by company policy and federal, state, and local laws and regulations now in effect or hereinafter enacted which pertain to the Federal Clean Air Act of 1990.

I am aware of the significant harm to the earth's atmosphere caused by venting refrigerants into the air. We agree not to willfully vent refrigerants into the air under any circumstances.

I understand that our organization will be held responsible and liable if I or any of our service technicians willfully violate the Federal Clean Air Act of 1990 regarding venting of refrigerants and that we are liable for any and all fines associated with violations (currently up to \$25,000 per occurrence). Any unintentional venting will be documented in accordance with company policy.

I understand that if we willfully violate the Clean Air Act of 1990, we will fully protect, indemnify, hold harmless, and defend the State of Montana from and against any and all liability regarding the handling, venting, and/or disposal of any and all refrigerants.

We also agree to provide the State with a copy of the Federal Certification numbers for all our service technicians who will be working with refrigerant under this contract. Should any certification be revoked, we will notify General Services Division immediately.

Signed: Richard Rose

Printed Name: Richard Rose

Company Name: Mechanical Technology Inc.

Date: 10/25/2013