

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND SUMMIT MECHANICAL, INC. FOR HVAC PREVENTATIVE MAINTENANCE**

#4665

Sponsor:

Council  
Member  
Turner

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

**WHEREAS**, the City publicly advertised the specifications for Contract 20001PW - HVAC Preventative Maintenance (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Summit Mechanical, Inc. (the "Contractor"), the lowest responsible bidder; and

**WHEREAS**, the term of the Contract is for a period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

**WHEREAS**, the primary purpose of the Contract is to provide HVAC preventative maintenance for the City's Municipal Complex; and

**WHEREAS**, said extension periods were included in the Contract in order to provide for continuity of service and to lock in the current price; and

**WHEREAS**, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2019

through June 30, 2020, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON  
HEREBY ORDAINS:**

**SECTION 1.** Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

**SECTION 2.** This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 6, 2019  
Second Reading..... June 6, 2019  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor

**SYNOPSIS:** This Ordinance authorizes the execution of Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc. for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

**FISCAL IMPACT STATEMENT:** The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0105808

# **EXHIBIT A**

Ad Number: 0003351458

Run Dates: 01/24/19, 01/29/19

The City of Wilmington will receive sealed bids  
at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg.,  
800 French St., Wilm., DE 19801 for:

**20001PW – HVAC PREVENTATIVE MAINTENANCE**

**Bid opening:** Tuesday, February 12, 2019, at 3:00 p.m., in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Specifications may be obtained at the above address for the Division of Procurement & Records.

Philip Ceresini  
Purchasing Agent II  
Division of Procurement and Records  
Department of Finance

[pceresini@wilmingtonde.gov](mailto:pceresini@wilmingtonde.gov)  
[www.wilmingtonde.gov](http://www.wilmingtonde.gov)

1/24, 1/29-NJ

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0003351458-01



**The News Journal**  
Media Group

A GANNETT COMPANY

Street Address:  
950 West Basin Road  
New Castle, DE 19720

(302) 324-2500  
(800) 235-9100

Mailing Address:  
P.O. Box 15505  
Wilmington, DE 19850

Legal Desk:  
(302) 324-2676  
Legal Fax:  
302 324-2249

SD CITY WILM PURCHASING DIV  
800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

### AFFIDAVIT OF PUBLICATION

**State of Delaware**

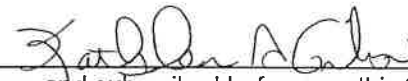
**New Castle County**

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Of the **The News Journal Media Group**, a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 2 times, once in each issue as follows:

01/24/19, 01/29/19 A.D 2019

\_\_\_\_\_ 

\_\_\_\_\_   
Sworn and subscribed before me, this 29 day of January,  
2019

Ad Number: 0003351458

Legal notification printed at larger size for affidavit.





**Classified Ad Receipt**  
**(For Info Only - NOT A BILL)**

**Customer:** SD CITY WILM PURCHASING DIV  
**Address:** 800 N FRENCH ST FL 5  
WILMINGTON DE 19801  
USA

**Ad No.:** 0003351458  
**Pymt Method:** Invoice  
**Net Amt:** \$236.04

**Run Times:** 2

**No. of Affidavits:** 1

**Run Dates:** 01/24/19, 01/29/19

**Text of Ad:**

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1/24, 1/29-NJ

0003351458-01

## INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** will be publicly opened and read aloud in the 5<sup>th</sup> Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801 on **Tuesday, February 12, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE**" and addressed to the Department of Finance, Division of Procurement and Records, 5<sup>th</sup> Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. The corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
6. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
7. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.
8. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System ([www.sam.gov](http://www.sam.gov)). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
  - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
  - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
  - C. Respect employee's voluntary freedom of association.
  - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.



- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

10. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

Questions should be directed to Phil Ceresini via email at [pceresini@wilmingtonde.gov](mailto:pceresini@wilmingtonde.gov). Questions will not be accepted within 1 week of bid opening.

**THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.**

**SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE**

**GENERAL & EMERGENCY REPAIRS**

**MUNICIPAL COMPLEX – CITY OF WILMINGTON  
500 WILMINGTON AVE.  
WILMINGTON, DE 19801**

**Contract: 20001PW**

**MAINTENANCE SERVICE EQUIPMENT**

Quantity	Manufacturer	Model/Type	Serial Number
(36)	Cook	Exhaust Fans	
(1)	Reznor	100% Outdoor Air Unit	RDDA-428-550
(1)	Reznor	Gas fired Make-up Air Unit	RPBL-200
(2)	Berko	Cabinet Unit Heaters	CUH 900 series
(3)	Berko	Fan Wall Heater	FRC Series
(36)	Berko	Unit Heater	HUHM Series
(6)	Daikin	Split system (2 Outdoor, 6 Indoor Units)	
(1)	Daikin	Wall Hung Split System (1 Outdoor, 1 Indoor)	
(3)	Lennox	2 Ton Rooftop AC Units	
(5)	Lennox	3 Ton Rooftop AC Units	
(5)	Lennox	4 Ton Rooftop AC Units	
(5)	Lennox	5 Ton Rooftop AC Units	
(5)	Lennox	6 Ton Rooftop AC Units	
(1)	Lennox	7.5 Ton Rooftop AC Units	
(1)	Lennox	12.5 Ton Rooftop AC Units	
(25)	Roberts Gordon	Infrared Tube Heaters-Gordon Ray 81-1 Series	
(18)	Brasch	CO2, NO2 Gas Detectors	GSE-NCM-LL0/LL1
(2)	Liebert	Mini Mate Split System	
(1)	PVI	Water Heater	200N 400A-TP
(5)	Bell & Gosset	Circulator Pumps	BG # 172704
(2)	Armstrong	Domestic Water Booster Dual-Pak (6901) 3X3X6	
(1)	A. O. Smith	Water Heater	BTH-120-970
(2)	Lochnivar	Crest Condensing Boilers (FBN-1501)	
(5)	Trane	Split System (5 Outdoor, 5 indoor Units)	
(1)	Trane	Makeup Air Unit	

\* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

## PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year. Air filters for Trane make-up air unit (Holloway Bldg.) to be changed (12) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.



## PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## ANNUAL MAINTENANCE FOR LOCHNIVAR CREST BOILERS

(To be performed at the beginning of the heating season)

<b>Service technician</b> (see the following pages for instructions)	
<b>ANNUAL START-UP</b>	<b>General:</b> <ul style="list-style-type: none"><li>• Address reported problems, if any</li><li>• Inspect interior; clean and vacuum if necessary;</li><li>• Clean condensate trap and fill with fresh water</li><li>• Check for leaks (water, gas, flue, condensate)</li><li>• Verify flue and air lines in good condition and sealed tight</li><li>• Check system water pressure/system piping/expansion tank</li><li>• Check fill water meter</li><li>• Test boiler water. When test indicates, clean system water with approved system restorer following manufacturer's information.</li><li>• Check control settings</li><li>• Check the ignition and both flame sense electrodes (sand off any deposits; clean and reposition)</li><li>• Check wiring and connections</li><li>• Perform start-up checkout and performance verification per Section 9 of the Crest Installation and Operation Manual.</li><li>• Flame inspection (stable, uniform)</li><li>• Check both flame signals (at least 10 microamps at high fire)</li><li>• Test low water cutoff.</li></ul>
	<b>If combustion or performance indicate need:</b> <ul style="list-style-type: none"><li>• Clean heat exchanger</li><li>• Remove and clean burner using compressed air only</li><li>• Clean the blower wheels</li></ul>

## PREVENTIVE MAINTENANCE SERVICE AGREEMENT SUPPLEMENTAL CONDITIONS

- The coverage length of this contract is (1) calendar year beginning July, 1, 2019 and ending June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms; provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days' advance written notice if the contract is to be extended.
- This agreement provides (1) Cooling and (1) Heating inspections per year. It also includes filter replacement on all HVAC equipment 6 times per year.
- The vendor may invoice 50% of the **Annual cost for HVAC Preventative Maintenance** after each semi-annual inspection.
- This agreement requires 8 hours of additional labor that is not billable.
- This agreement provides priority service. The vendor will respond to the Customer's request for emergency service within 8 hours before providing service to any customer who does not have a service agreement.
- Upon completion of each Preventive Maintenance Inspection, the vendor will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected, and followed with recommended corrective actions.
- The vendor shall maintain the Customer's equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be the primary consideration.
- The vendor shall be able to maintain and provide technical support for Trane® and Johnson Building Automated Systems. A Digital Control Programmer or the equivalent shall be knowledgeable with these systems, up to and including the programming of new components which can be integrated into the existing systems. Furthermore, the vendor will facilitate the acquisition of any common or proprietary components needed to repair or upgrade the respective systems.
- The vendor shall be able to provide service and make repairs to commercial plumbing calls.
- The Customer shall operate the equipment in accordance with the manufacturers' recommendations and promptly notify the vendor of any equipment anomalies.
- Any additional services that are not part of this agreement shall be billed at the labor rates listed on the proposal form.
- The labor hours listed on the proposal form are estimates only and are not guaranteed. The actual hours may be more or less than those estimated.
- Material that is required for repairs may be marked up no more than 15% above the contractors cost. A material allowance of \$15,000.00 as listed on the proposal form and is to be used at the discretion of the contract manager for material, parts, etc.

**PROPOSAL FORM**

DATE: \_\_\_\_\_

CONTRACT: 20001PW

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

**Annual cost for HVAC Preventative Maintenance as described in the specification:**

\$ \_\_\_\_\_

**Estimated labor requirements for additional work as needed:**

Regular Working Hours / Monday thru Friday = (70hrs) x \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Premium Time on Weekdays and Saturdays = (3hrs) x \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Premium Time on Sundays and National Holidays = (3hrs) x \$ \_\_\_\_\_ per hour = \$ \_\_\_\_\_

Material Allowance \$15,000.00

**Grand Total**

\$ \_\_\_\_\_  
(sum of annual cost, estimated labor and material allowance)

FIRM: \_\_\_\_\_

\_\_\_\_\_  
Corporation, Partnership, Individual

PER: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FEDERAL I.D. \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** will be publicly opened and read aloud in the 5<sup>th</sup> Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801 on **Tuesday, February 12, 2019, AT 3:00 p.m.**
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- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
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**THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.**

**SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE**

**GENERAL & EMERGENCY REPAIRS**

**MUNICIPAL COMPLEX – CITY OF WILMINGTON  
500 WILMINGTON AVE.  
WILMINGTON, DE 19801**

**Contract: 20001PW**



**MAINTENANCE SERVICE EQUIPMENT**

<b>Quantity</b>	<b>Manufacturer</b>	<b>Model/Type</b>	<b>Serial Number</b>
(36)	Cook	Exhaust Fans	
(1)	Reznor	100% Outdoor Air Unit	RDDA-428-550
(1)	Reznor	Gas fired Make-up Air Unit	RPBL-200
(2)	Berko	Cabinet Unit Heaters	CUH 900 series
(3)	Berko	Fan Wall Heater	FRC Series
(36)	Berko	Unit Heater	HUHM Series
(6)	Daikin	Split system (2 Outdoor, 6 Indoor Units)	
(1)	Daikin	Wall Hung Split System (1 Outdoor, 1 Indoor)	
(3)	Lennox	2 Ton Rooftop AC Units	
(5)	Lennox	3 Ton Rooftop AC Units	
(5)	Lennox	4 Ton Rooftop AC Units	
(5)	Lennox	5 Ton Rooftop AC Units	
(5)	Lennox	6 Ton Rooftop AC Units	
(1)	Lennox	7.5 Ton Rooftop AC Units	
(1)	Lennox	12.5 Ton Rooftop AC Units	
(25)	Roberts Gordon	Infrared Tube Heaters-Gordon Ray 81-1 Series	
(18)	Brasch	CO2, NO2 Gas Detectors	GSE-NCM-LL0/LL1
(2)	Liebert	Mini Mate Split System	
(1)	PVI	Water Heater	200N 400A-TP
(5)	Bell & Gosset	Circulator Pumps	BG # 172704
(2)	Armstrong	Domestic Water Booster Dual-Pak (6901) 3X3X6	
(1)	A. O. Smith	Water Heater	BTH-120-970
(2)	Lochnivar	Crest Condensing Boilers (FBN-1501)	
(5)	Trane	Split System (5 Outdoor, 5 indoor Units)	
(1)	Trane	Makeup Air Unit	

\* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

## **PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS**

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year. Air filters for Trane make-up air unit (Holloway Bldg.) to be changed (12) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## **PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM**

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.



## ANNUAL MAINTENANCE FOR LOCHNIVAR CREST BOILERS

(To be performed at the beginning of the heating season)

### Service technician

(see the following pages for instructions)

ANNUAL START-UP

#### General:

- Address reported problems, if any
- Inspect interior; clean and vacuum if necessary;
- Clean condensate trap and fill with fresh water
- Check for leaks (water, gas, flue, condensate)
- Verify flue and air lines in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check fill water meter
- Test boiler water. When test indicates, clean system water with approved system restorer following manufacturer's information.
- Check control settings
- Check the ignition and both flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Perform start-up checkout and performance verification per Section 9 of the Crest Installation and Operation Manual.
- Flame inspection (stable, uniform)
- Check both flame signals (at least 10 microamps at high fire)
- Test low water cutoff.

#### If combustion or performance indicate need:

- Clean heat exchanger
- Remove and clean burner using compressed air only
- Clean the blower wheels

## PREVENTIVE MAINTENANCE SERVICE AGREEMENT SUPPLEMENTAL CONDITIONS

- The coverage length of this contract is (1) calendar year beginning July, 1, 2019 and ending June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms; provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days' advance written notice if the contract is to be extended.
- This agreement provides (1) Cooling and (1) Heating inspections per year. It also includes filter replacement on all HVAC equipment 6 times per year.
- The vendor may invoice 50% of the **Annual cost for HVAC Preventative Maintenance** after each semi-annual inspection.
- This agreement requires 8 hours of additional labor that is not billable.
- This agreement provides priority service. The vendor will respond to the Customer's request for emergency service within 8 hours before providing service to any customer who does not have a service agreement.
- Upon completion of each Preventive Maintenance Inspection, the vendor will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected, and followed with recommended corrective actions.
- The vendor shall maintain the Customer's equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be the primary consideration.
- The vendor shall be able to maintain and provide technical support for Trane® and Johnson Building Automated Systems. A Digital Control Programmer or the equivalent shall be knowledgeable with these systems, up to and including the programming of new components which can be integrated into the existing systems. Furthermore, the vendor will facilitate the acquisition of any common or proprietary components needed to repair or upgrade the respective systems.
- The vendor shall be able to provide service and make repairs to commercial plumbing calls.
- The Customer shall operate the equipment in accordance with the manufacturers' recommendations and promptly notify the vendor of any equipment anomalies.
- Any additional services that are not part of this agreement shall be billed at the labor rates listed on the proposal form.
- The labor hours listed on the proposal form are estimates only and are not guaranteed. The actual hours may be more or less than those estimated.
- Material that is required for repairs may be marked up no more than 15% above the contractors cost. A material allowance of \$15,000.00 as listed on the proposal form and is to be used at the discretion of the contract manager for material, parts, etc.

**PROPOSAL FORM**

DATE: 2/12/2019

CONTRACT: 20001PW

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

**Annual cost for HVAC Preventative Maintenance as described in the specification:**

\$ 12,000.00

**Estimated labor requirements for additional work as needed:**

Regular Working Hours / Monday thru Friday = (70hrs) x \$ 90.00 per hour = \$ 6,300.00

Premium Time on Weekdays and Saturdays = (3hrs) x \$ 135.00 per hour = \$ 405.00

Premium Time on Sundays and National Holidays = (3hrs) x \$ 180.00 per hour = \$ 540.00

Material Allowance \$15,000.00

**Grand Total** \$ 34,245.00  
(sum of annual cost, estimated labor and material allowance)

FIRM: Summit Mechanical, Inc.  
Corporation

Corporation, Partnership, Individual

PER: *Hayley Bolden*

Hayley Bolden

Name (typed or printed)

TITLE: Bid Coordinator

ADDRESS: 304 Carson Drive, Bear, DE 19701

EMAIL: hayley@summitmechanical.org

PHONE: 302-836-8814

FAX: 302-836-8819


FEDERAL I.D. 26-1290248



DEPARTMENT OF PUBLIC WORKS  
ADMINISTRATIVE DIVISION

**MEMORANDUM**

**TO:** Phil Ceresini  
Purchasing Agent  
Division of Procurement and Records

**FROM:** Marlyn Dietz   
Operations Director  
Public Works Department

**DATE:** 05 March 2019

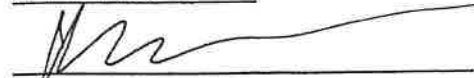
**Re:** Contract 20001PW –HVAC Preventative Maintenance (Municipal Complex)  
Recommendation of Award

We have reviewed the proposals for the subject specification and tabulate them as follows:

<u>Bidder</u>	<u>Grand Total</u>
Summit Mechanical, Inc.	\$ 34,235.00
Modern Controls, Inc.	\$ 36,928.75
Worth & Company, LLC	\$ 38,505.00
Bradley-Sciocchetti, Inc.	\$ 52,035.75
Seiberlich Trane	\$ 60,342.50
McCloskey Mechanical Contractors, Inc.	\$ 60,707.00

Our recommendation is to award this contract to the apparent low bidder, Summit Mechanical, Inc. for the amount shown above. We have reviewed their response to the RFP for Contract 20001PW and they appear to meet the specification.

APPROVED:

  
\_\_\_\_\_  
For Kelly Williams  
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia, Deputy Commissioner  
George Johnson, Building Services Manager  
Sam Baise, Assistant Building Services Manager

## CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 20001PW is on this 5th of March awarded to Summit Mechanical, Inc in the amount of \$34,245.00 as per Proposal dated 2/12/19 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 1/24/19.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 1/24/19 & 1/29/19 stated that bids would be opened at 3:00 p.m. on 2/12/19
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 2/12/19. Other persons present at the opening of the bids were: Phil Ceresini & Michael Maldonado
4. Bids were submitted by the following contractors in the following amounts:

<u>Contractor</u>	<u>Address</u>	<u>Date of Bid</u>	<u>Amount</u>
Summit Mechanical, Inc	Bear, DE	2/12/19	\$34,245.00
Modern Controls, Inc	New Castle, DE	2/12/19	\$36,928.75
Worth & Company, LLC	Newport, DE	2/12/19	\$38,505.00
Bradely-Sciocchetti, Inc	New Castle, DE	2/12/19	\$52,035.75
Seiberlich Trane	New Castle, DE	2/12/19	\$60,342.50
McCloskey Mechanical Contractors, Inc	Blackwood, NJ	2/12/19	\$60,707.00

5. City License Number \_\_\_\_\_

6. Upon recommendation of Department of Public Works and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kelly Williams	Commissioner of Public Works	3/5/19

  
 \_\_\_\_\_  
 Department of Finance, Division of Procurement



P.O. Box 1398, Bear, DE 19701  
Phone: 302-836-8814  
Fax: 302-836-8819  
E-Mail: [info@summitmechanical.org](mailto:info@summitmechanical.org)

**CERTIFIED COPY OF RESOLUTIONS**

I, the undersigned, Secretary of Summit Mechanical, Inc., a Delaware Corporation, hereby certify that the following Resolutions excerpted from the Minutes of the Corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation, on the 25<sup>th</sup> day of March, 2019.

**RESOLVED**, that the President, Edward V. Mendez, of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department of Finance, Contract Number 20001PW "HVAC Preventative Maintenance" for the Contract Price of \$34,235.00; and

**FURTHER RESOLVED**, that the Secretary of this Corporation be and he hereby is authorized to attest to the said contract and other documents.

I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force and effect.

I further certify that the following are the names of all officers qualified to sign for the Corporation:

President: Edward V. Mendez

Secretary: Edward V. Mendez

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Corporation this 25<sup>th</sup> day of March, 2019.

  
Secretary

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUMMIT MECHANICAL, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SUMMIT MECHANICAL, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



  
Jeffrey W. Bullock, Secretary of State

4446002 8300

SR# 20185530436

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203017055

Date: 07-06-18

LICENSE NO. 2007604744 DORRL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/17 - 12/31/19  
NOT TRANSFERABLE

DLN: 17 98001 30

BUSINESS CODE 331  
GROUP CODE

LICENSED ACTIVITY CONTRACTOR-RESIDENT

DATE ISSUED: 12/31/16

\*\*VALIDATED\*\*

2019

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

SUMMIT MECHANICAL INC  
PO BOX 1398  
BEAR DE 19701-7398



SUMMIT MECHANICAL INC  
304 CARSON DR  
BEAR DE 19701-1374

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL. CODE.

PATRICK T. CARTER

DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or  
Social Security Number 1 26129 0248 001

Business Code 331  
Group Code

Licensed Activity CONTRACTOR-RESIDENT

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at [www.revenue.delaware.gov](http://www.revenue.delaware.gov). You must submit all business tax returns filed with the Division of Revenue under the same identification number. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

INTERNET SITE

The Division of Revenue web address is: [www.revenue.delaware.gov](http://www.revenue.delaware.gov). Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.



# CITY OF WILMINGTON - TRADE LICENSE

SEQUENCE NO.  
L910045

LICENSE NO.  
56511

CODE  
L007 - MECHANICAL

FEE PAID  
\$75.00

**2019**

EXPIRES: 12/31/2019

ISSUED BY

*Jeffrey J. Starkey*

ROCA, ANTHONY C  
MECHANICAL-83  
P.O. BOX 1398  
BEAR, DE 19701

COMMISSIONER  
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

# CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.  
038629

LICENSE NO.  
8441

CODE  
1000 AIR CONDITIONING

FEE PAID  
\$0.00

BUSINESS SUMMIT MECHANICAL INC  
608 LANDMARK LN  
MIDDLETOWN, DE 19709

2019

Expires: 12/31/2019

ISSUED BY

SUMMIT MECHANICAL INC  
SUMMIT MECHANICAL INC  
P O BOX 1398  
BEAR, DE 19701

*Jeffrey J. Starkey*

COMMISSIONER  
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

# CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.      LICENSE NO.      CODE  
038628      8440      1006 HEATING CONTRACTOR

FEE PAID  
\$120.00

BUSINESS      SUMMIT MECHANICAL INC  
608 LANDMARK LN  
MIDDLETOWN, DE 19709

**2019**

Expires: 12/31/2019

ISSUED BY

*Jeffrey J. Starkey*

SUMMIT MECHANICAL INC  
SUMMIT MECHANICAL INC  
P O BOX 1398  
BEAR, DE 19701

COMMISSIONER  
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
B+H Insurance, LLC  
111 Ruthar Drive  
Newark, DE 19711

CONTACT NAME:  
PHONE (A/C, No, Ext): (302) 995-2247 FAX (A/C, No): (302) 995-2220  
E-MAIL ADDRESS: insurance@BHI365.com

INSURED  
Summit Mechanical Inc  
P.O. Box 1398  
Bear, DE 19701

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Atlantic States Insurance Company	22586
INSURER B :	Donegal Mutual Insurance Co.	13692
INSURER C :	Southern Insurance of Virginia	26867
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CPA8065546	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			CAA8065546	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CXL8065546	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCS8065546	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine			CPA8065546	09/30/2018	09/30/2019	Installation 150,000
A	Inland Marine			CPA8065546	09/30/2018	09/30/2019	Leased/Rented Equip. 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
License Holder- Anthony C Roca

City of Wilmington is listed as additional insured as respects to the general liability for work performed by the named insured as per the written contract, but only in accordance with the policy.

### CERTIFICATE HOLDER

City of Wilmington  
800 French Street - 5th Floor  
Wilmington, DE 19801

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

--- - - C O N T R A C T-----

THIS AGREEMENT made the 25<sup>th</sup> day of March in the year Two Thousand Nineteen and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and Summit Mechanical, Inc. party of the second part (hereinafter designated the Contractors)

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract 20001PW "HVAC PREVENTATIVE MAINTENANCE" for the Public Works Department in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 1/24/19 & 1/29/19 and specifications identified as Contract No. 20001PW and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of Thirty-Four Thousand, Two Hundred Forty-Five-----Dollars and 00/100 (\$34,245.00) as per Proposal dated 2/12/19 to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, martial status, race, religion, color, national origin or sexual orientation.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered  
in the presence of:

THE CITY OF WILMINGTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Michael S. Purzycki, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Summit Mechanical, Inc

Deak W. Cook, III  
Witness

By: \_\_\_\_\_  
President (Seal)

ATTEST: \_\_\_\_\_  
Secretary