

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of May, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
338907	6713.00	DDC Rehab of Van Wert
338952	3351.65	Oil Distributing Co.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
11th day of
May, 2010

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor

IN THE MATTER OF AUTHORIZING A CONTROL SYSTEM RETRO-COMMISSIONING & MAINTENANCE AGREEMENT WITH PERFECTION GROUP; RATIFYING THE EXECUTION OF SAID AGREEMENT BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of May, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Perfection Group has presented an agreement for technical assistance of the HVAC system to the Board of County Commissioners; and,

WHEREAS, said agreement has three (3) parts: 1-control maintenance \$ 3,298.00 per year, 2 – Boiler and Chiller control retrofit \$ 9,734.00 (one time pay out), 3 – Retro-commissioning & training for the building \$ 16,085.00 (one time pay out); and,

WHEREAS, with the estimated saving in this agreement, it has a three (3) years repayment.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and authorize the control system retro-commissioning & maintenance agreement between Auglaize County and Perfection Group for the purposes so stated above; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of said agreement by the President of the Board of County Commissioners, Auglaize County, Ohio; and,

BE IT FURTHER RESOLVED that said agreement be hereto attached and thus become a part of this Resolution.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
11th day of
May, 2010

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: \Perfection Group – Al Linderman
Maintenance – Rick Bice
Clerk of BOCC



Perfection Group, Inc.
Comprehensive Facilities Services
prepared for:
Control System Retro-commissioning & Maintenance

Proposal Number: ALL-476A31

Proposal Date: 03/22/2010

By:

For:

Perfection Group, Inc. 2649 Commerce Blvd. Cincinnati, OH 45241
--

Auglaize County Commissioners 209 Blackhoof Street Wapakoneta, OH 45895 Joe Lenhart
--

And

Hereinafter: **Perfection Group, Inc.**

Hereinafter: **Customer**

Perfection Group, Inc. will provide the described services attached hereto and made a part of this Agreement in accordance with the Terms and Conditions as set forth on the following pages.

Agreement Provided:	<i>Certified Maintenance Agreement</i>
Agreement Location:	209 Blackhoof Street
Agreement Amount:	\$29,124.00 (first year only)

Agreement coverage will commence on May 1, 2010. This Agreement is payable in advance in the amount of \$2,427.00 per month , beginning on the effective date of May 1, 2010 through April 30, 2011.

Perfection Group, Inc. guarantees the price stated in this Proposal for thirty (30) days from proposal date above.

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Perfection Group, Inc. which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other intention not to renew thirty (30) days prior to any anniversary date.

PERFECTION GROUP, INC.

Signature (Sales Representative): Alan L. Lindeman

Approval Signature: _____

Date _____

CUSTOMER

Authorized Representative Signature

Don Regula, President BOCC

Name & Title (Print/Type)

May 11, 2010

Date



Proposal Number: ALL-476A31

Proposal Date: 03/22/2010

Perfection Group, Inc. Terms and Conditions

1. Client shall permit and provide Perfection Group, Inc. free, safe, and timely access to all equipment areas. Perfection Group, Inc. will be allowed to start and stop the equipment, as necessary to perform required services. All planned work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours. Any additional equipment (lifts, scaffolds etc.) needed to provide service will be the responsibility of the client, unless otherwise stated in this agreement.
2. In case of any failure to perform its obligations under this Agreement, Perfection Group, Inc.'s liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder; including increased refrigerant taxes and handling charges.
5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Excluded from this Agreement, unless otherwise stated herein, is main power service, equipment starters, VFD'S and wiring, equipment structural supports, oil, gas and other storage tanks, cleaning of ductwork interiors and or systems.
7. Any alteration to, or deviation from, this Agreement involving extra work, material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Perfection Group, Inc.'s rates then in effect) over the sum stated in this Agreement.
8. Perfection Group, Inc. will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Perfection Group, Inc. shall permit only their personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Perfection Group, Inc. personnel perform such work, Perfection Group, Inc. may, at its option, cancel this Agreement or eliminate of equipment from inclusion in this Agreement.
10. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all court costs and Perfection Group, Inc. attorneys' fees incurred.
11. Any legal action against Perfection Group, Inc. relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
12. Perfection Group, Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Perfection Group, Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable for, regardless of whether it is caused in part by the negligence of Perfection Group, Inc..
14. Customer shall make available to Perfection Group, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their existence. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
17. This Agreement does not include repairs to the system(s), the provisions for or installation of components or parts, or service calls requested by the Customer. These services when requested will be charged for at Perfection Group, Inc.'s rates then in effect.



Proposal Number: ALL-476A31

Proposal Date: 03/22/2010

Certified Maintenance Agreement Provided by Perfection Group, Inc. for:

Control System Retro-commissioning & Maintenance

Our Certified Maintenance Agreement (CMA) is designed to provide the Client with an on-going maintenance program. The CMA program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc..

The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Client's review, approval signature and record.

PERFECTION GROUP, INC. WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually **INSPECT** and **TEST** equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING** for proper operation; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING** for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING** belt drives; drive couplings; air fins, etc.
- CALIBRATING** safety controls; temperature and pressure controls, etc.
- TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

The services above are governed by the terms and conditions of this proposal.



Proposal Number: ALL-476A31

Proposal Date: 03/22/2010

Special Services/Provisions for:
Control System Retro-commissioning & Maintenance

CONTROL MAINTENANCE**\$3,298.00 / year**

Implement an operation and maintenance support program on the Trane Tracer systems that serves the Auglaize County Administration Building. This control system support agreement will consist of an annual on site system inspection that includes system overview analysis, operational check up, data backup and program analysis. The support agreement also provides remote support (up to eight hours per year) by telephone and/or VNC or VPN connection to the Trane Tracer PC.

BOILER / CHILLER CONTROL RETROFIT**\$9,734.00 (1st year only)**

Expand the Trane Tracer control system to integrate boiler reset control. The existing boiler sequence calls for heat to be enabled and the boilers to operate at 200 degrees at all times. In actual use the only time 200 degree water is needed is during extreme low temperature (winter) conditions. By implementing a boiler reset schedule, the hot water heating loop temperature is adjusted from 140 degrees up to 200 degrees based on current outdoor temperature and space temperature to provide comfort while saving considerable gas expense. This retrofit can also reduce potential over heating conditions in the spring and fall.

Expand the Trane Tracer control system integrate economizer and chiller automatic changeover with chilled water resets to improve comfort and provide additional energy savings. The existing change over during spring and fall conditions is slow to react and can lead to uncomfortable building conditions. We propose to review and update the operating sequence and programming to provide better response to the space load conditions.

RETRO-COMMISSIONING & TRAINING**\$16,085.00 (1st year only)**

Retro-commission the existing Trane Tracer direct digital control system. The existing Trane Tracer system has the resources to operate the facility in an economical and efficient mode, however over time calibration issues, adjustments and functional changes can lead to poor performance. Perfection Group has years of expertise, and experience, in retro-commissioning existing control systems. Retro-commissioning will save customers money through improved system performance while also improving building comfort. Our retro-commissioning process examines the operating sequences, set points, settings, calibration, strategies and control hardware in place to optimize the total system functionality. We calibrate, test, adjust, verify and document operation and recommend system changes to improve control system and building operation. Perfection has included a minor repair fund to cover a bad sensor or relay that experience says we will find. Any unforeseen major system upgrades, repair, or component replacement items found will be quoted separately with a detailed description.

Provide Auglaize County personnel training on systems use, scheduling, troubleshooting and operation. End user training on operation, adjustment, trouble shooting and energy awareness are key's to maintaining the system operation. A well trained user can keep the comfort conditions and energy expenses in line, as well as, minimize costly repair services.

IN THE MATTER OF AUTHORIZING AN AMENDMENT TO RESOLUTION #10-158, CHANGING CONTRACTOR MARK FINCHUM EXCAVATING TO PULVER CONSTRUCTION.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of May, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it has been brought to the attention of the County Administrator that on resolution # 10-158 is incorrect; and,

WHEREAS, on May 6, 2010, in Resolution #10-158, in the list of contractors on the Bryant Ditch, Mark Finchum Excavating was listed as a bidder; and,

WHEREAS, the bidder should have been listed as Pulver Construction with the amount of the bid being the same.

THEREFORE, BE IT RESOLVED that the Board does hereby amend Resolution #10-158 to read Pulver Construction bidding \$\$44,398.84 on the Bryant Ditch and not Mark Finchum Excavating bidding \$44,398.84.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
11th day
of May, 2010

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>Don Regula</u>	<u>yes</u>
Don Regula	
<u>John N. Bergman</u>	<u>yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	<u>yes</u>
Douglas A. Spencer	

Cc/County Engineer

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of May, 2010.

Commissioner Sporee moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by Dave Reichelderfer Solid Waste Coordinator to increase the Recycle Grant annual appropriations with moneys that were certified and unappropriated; and,

WHEREAS, the request is to:

Increase 017.0017.530400 (Equipment) by \$12,949.17.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the increase as tabulated above.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
11th day of
May, 2010

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula
John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Auditor
 Solid Waste Coordinator – Dave Reichelderfer - *for*