

AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LARAMIE, WYOMING AND HONEYWELL INTERNATIONAL ENACTING THE OPEN BOOK PRICING MODEL FOR THE CLEAN AIR HVAC BUILDINGS PROJECT

1. **Parties.** This amendment is entered into this 4th day of August, 2020 by and between City of Laramie, Wyoming, (hereinafter referred to as “City”), whose address is 406 Iverson Avenue, Laramie, Wyoming 82072, and Honeywell International (hereinafter referred to as “Contractor”), whose address is 345 Inverness Drive South, Englewood CO 80112. City and Contractor agree to the terms set forth in this document.

2. **Purpose of Amendment.** This amendment allows for the Contractor to provide all labor, supervision, materials, equipment, incidentals, related items and appurtenances, and performing all operations necessary to complete the work for the clean air HVAC buildings project, upgrading mechanical systems and improving indoor air quality as described in Attachment A through the open book pricing model and in accordance with the potential award of a grant from the State Loan and Investment Board Coronavirus Relief Grant funding.

3. **Additional terms of the Amendment.** It is mutually agreed by and between the parties to revise the following paragraphs in the Original Contract to read as follows.

3. **Term of Amendment.**

A. **Time of Commencement and Substantial Completion.**

(i) No work shall commence prior to a Notice to Proceed. The work under this Amendment shall commence within seven (7) calendar days of receipt of a Notice to Proceed and will be completed and ready for final payment before December 15, 2020.

(ii) Performance under this Amendment shall not begin prior to the date upon which the last required signature is affixed to this Amendment or the date of the Contractor's receipt of a Notice to Proceed, whichever occurs later.

(iii) Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the use of additional Amendment time, will in no way operate as a waiver on the part of City of any of its rights under the Amendment.

4. **Payment.**

A. **Amendment Sum.**

(i) City agrees to pay Contractor for the services described herein and in Attachment A. The total payment under this Amendment shall not exceed two million five hundred forty-one thousand five hundred twenty dollars and zero cents (\$2,541,520.00). No payment shall be made for work performed prior to the date upon which the last required signature is affixed to this Amendment or the date of the Contractor's receipt of a Notice to Proceed, whichever occurs later.

(ii) Additional Notices to Proceed shall be issued corresponding to any respective additional Amendments.

(iii) Pursuant to Wyo. Stat. §16-6-602, City shall pay interest beginning the forty-sixth day at the rate of one and one-half percent (1 ½%) per month on the unpaid balance of the progress payment until the account is paid in full, unless a good faith dispute exists as to City's obligation to pay all or a portion of the account.

B. Progress Payments.

(i) Contractor may submit monthly invoices for progress payment. Materials included on each invoice must either be installed or stored on site, additionally, any fees for labor must be performed prior to the submission of the invoice. No advance payment for materials or services may be requested. So long as the Contractor is satisfactorily progressing in performance of this Amendment, City may make monthly progress payments on the Amendment sum to the Contractor. Pursuant to Wyo. Stat. §16-6-702, City shall withhold ten percent (10%) of the calculated value of any work completed until one hundred percent (100%) of the work required by the Amendment has been performed. The withheld percentage of the Amendment price shall be retained in an account in the name of the Contractor which has been assigned to City until the Amendment is completed satisfactorily and finally accepted. Before the withheld percentage payment is made, City shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the Amendment work.

(ii) If it becomes necessary for City to take over the completion of the Amendment, all amounts owed the Contractor, including the withheld percentage shall first be applied toward the cost of completion of the Amendment, as provided in Wyo. Stat. §16-6-703, as amended. Any balance remaining of the retained percentage after completion by City shall be payable to Contractor or Contractor's creditors. The retained percentage which may be due to Contractor shall be due and payable as prescribed by Wyo. Stat. §16-6-116.

C. Final Payment.

(i) Final payment, constituting the entire unpaid balance of the Amendment sum, shall be paid by City to the Contractor when the Amendment work has been completed, and the Amendment fully performed. The Contractor shall make its request for final payment in writing to City. The Contractor's request for final payment must include the final reconciliation of the return of, and any restocking charges applied by the suppliers for any unused materials in storage. City shall determine in writing when the Amendment work has been completed. Final payment will be made pursuant to Wyo. Stat. §§ 16-6-116 and 16-6-117, as amended.

(ii) No final payment will be made until the Contractor files a sworn statement, stating that all claims for material and labor performed under the Amendment have been made, and that no liens or claims for unpaid materials, labor or equipment are outstanding. The

sworn statement shall be filed with the appropriate entity, as designated in Wyo. Stat. § 16-6-117. A copy of the sworn statement shall be provided to City.

(ii) If any claim for material and labor is disputed, the sworn statement shall so state and include a copy of any claim or lien and the amount claimed. The amount claimed shall be deducted from the final payment and retained by City until the dispute is resolved, as provided in Wyo. Stat. § 16-6-117. The parties agree that City may, at its discretion, place the disputed amount in an interest-bearing account. In the event the funds are placed in an interest-bearing account, any and all accrued interest shall belong to City.

(iii) No final payment will be made until the Contractor provides a warranty security in the form of a certified or cashier's check or bond issued by a surety meeting the requirements of Article 5.01 of the General Conditions. The certified or cashier's check or bond shall be in the amount of the 5% of the original Amendment amount and shall have an expiration date consistent with the final correction or warranty period.

D. Liquidated Damages.

(i) If the Contractor fails to complete the work within the time specified in the Amendment, or within any authorized extension of time under a change order, Contractor shall pay to City as liquidated damages, the sum listed in the following table, for each calendar day of delay until the work is substantially complete, as approved by City.

Original Amendment Amount			Liquidated Damages
			charge per calendar day
\$0.00	to	\$50,000.00	\$500.00
\$50,000.01	to	\$100,000.00	\$1,000.00
\$100,000.01	to	\$500,000.00	\$1,500.00
\$500,000.01	to	\$1,000,000.00	\$2,000.00
\$1,000,000.00	and greater		\$3,000.00

(ii) The liquidated damages shall be computed beginning the day following the first calendar day specified for completion and shall continue each calendar day until all work under the Amendment is substantially complete, as approved by City.

(iii) Liquidated damages will not be charged for any work required to be done by the Contractor as a result of a final inspection, providing the work is only cleanup or of a minor nature and the Contractor has shown constant effort in completing the work, as determined by City. If deferment of the inspection is necessary due to causes which City determines to be beyond the control of and without the fault or negligence of the Contractor, liquidated damages will not be assessed for that period.

(iv) Nothing herein shall be construed to preclude City from the recovery of damages for causes other than the delay by the Contractor.

5. Responsibilities of Contractor.

A. The Contractor shall perform all work on the described project as required by the Amendment documents. The work to be performed includes the labor and services necessary to produce such replacement, and all materials, supplies, tools, transportation, equipment, and machinery required for replacement.

B. This project includes all materials, labor and equipment to complete clean air HVAC upgrade of mechanical systems as outlined in Attachment A.

6. General Provisions.

A. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Amendment are at all times the joint property of the Contractor and City. Upon termination of the Amendment all of the above documents shall be returned to the City.

B. Independent Contractor. The Contractor shall function as an independent Contractor for the purposes of this Amendment and shall not be considered an employee of the City of Laramie for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Amendment and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Amendment. Nothing in this Amendment shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on the behalf of City. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City of Laramie employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Amendment.

C. Amendments. Any changes, modifications, revisions or amendments to this Amendment which are mutually agreed upon by the parties to this Amendment shall be incorporated by written instrument, executed and signed by all parties to this Amendment.

D. Insurance. The Contractor shall maintain the following insurance:

(i) Comprehensive General Liability. Contractor shall have and maintain comprehensive general liability insurance coverage during the entire term of the Amendment, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations in an amount not less than five hundred thousand dollars (\$500,000.00) each occurrence and one million dollars (\$1,000,000.00) in the general aggregate.

(ii) Workers Compensation or Employers Liability Insurance. Contractor shall provide proof of workers compensation coverage, for all its employees who are to

work on the projects described in this Amendment. Contractor's coverage shall be under the Wyoming Workers Safety and Compensation program, if statutorily required, or such other workers compensation insurance as appropriate. Contractor's insurance shall include A Stop Gap coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease. Contractor shall have also supply proof of workers' compensation and employer's liability insurance on each and every subcontractor before allowing that subcontractor on the job site.

(iii) Business Automobile Liability. Contractor shall maintain, during the entire term of the Amendment, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.

(iv) Coverage. All policies required under this Amendment shall be in effect for the duration of this Amendment and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

(v) Additional Insured. All insurance policies required by this Amendment, except workers' compensation, shall name City as an additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Contractor shall provide, upon request a copy of an endorsement providing this coverage.

(vi) City's Right to Reject. The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

(vii) Subcontractors. The insurance requirements set forth above apply to all subcontractors. It is Contractor's responsibility to ensure that its subcontractors meet these insurance requirements. City has the right to review the Certificates of any and all subcontractors used by the Contractor.

(viii) Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

E. Indemnification. The Contractor shall release indemnify, and hold harmless the state, City, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Contractor's failure to perform any of the Contractor's duties and obligations under or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, law suits, losses or liability arising out of Contractor's malpractice performance under this Amendment.

F. Audit/Access to Records. The Contractor shall, immediately upon receiving written instruction from City, provide to any independent auditor, accountant, or accounting firm, all books documents, papers and records of the Contractor which are pertinent to this Amendment. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by City. There will be no cost for audit expense for City request to the Contractor.

G. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify City as the sponsoring City and shall not be released without prior written approval from City.

H. Assignment, Transfer and Subcontracting. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set for in this Amendment without the prior written approval of the other party. The Contractor shall not use this Amendment, or any portion thereof, for collateral for any financial obligation, without the prior written permission of City. No such written approval shall relieve the Contractor of any obligations of this Amendment and any transferee or subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to the Amendment as if no such assignment had occurred.

I. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Amendment or any properly promulgated rules and regulations related thereto, and Section 504 of the Rehabilitation Act of 1973.

J. Wyoming Product Preference. Unless otherwise provided in the Amendment, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of work, whether temporary or permanent. The Contractor shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors. The Contractor agrees to provide Wyoming made goods where those goods are comparable in price and quality to those required by this Amendment.

K. Termination of Amendment. This Amendment may be terminated for cause if the Contractor or City fails to perform in accordance with the terms and conditions of this Amendment following delivery of a written thirty (30) day notice stating the grounds for such default. This Amendment may also be terminated or amended if the City fails to acquire, or acquires partial, funding for the HVAC Clean Air Buildings grant from the State Loan and Investment Board Coronavirus Relief Grant.

L. Applicable Law/Venue. The construction, interpretation and enforcement of this Amendment shall be governed by the laws of the State of Wyoming. The courts of the State of

Wyoming shall have jurisdiction over this Amendment and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

M. Nondiscrimination. The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, et seq., the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Wyoming Human Rights Act, and the Age Discrimination Act of 1975.

All parties of this Amendment agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person or persons performing the Amendment including, but not limited to, the prevailing wage laws.

N. Entirety of Amendment.

(i) The Amendment shall consist of this document and its terms and conditions and the following documents: Attachment A and any requirements set forth by the State Land and Investment Board through a grant agreement. The Amendment documents are as fully a part of this Amendment as if hereto attached or herein repeated. The Amendment documents are complementary and what is required by one shall be as binding as if required by all. The Contractor warrants that it has carefully examined and understands all of the Amendment documents listed above, prior to starting any work under this Amendment. The Contractor has not identified any issues from the above documents or site conditions which would prevent accomplishing the entire work as outlined in the Project Manual which is marked Attachment A and attached hereto and incorporated herein. Modifications include but are not limited to the following: (1) change orders (2) extra work orders or (3) addenda entered into by the parties pursuant to the terms of the Amendment.

(ii) The Amendment does not include prior negotiations, or any other documents not specifically enumerated in the Amendment documents delineated in subparagraph (A) above.

(iii) This Amendment, consisting of eleven (11) pages, along with the documents explicitly enumerated in Paragraph 6 (N) (i) above and Attachment A entitled City of Laramie-Clean Air HVAC- Public Health dated 08/04/2020, represent the entire and integrated Amendment between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. The Contractor shall report to City any error, inconsistency or omission it may discover. City, after consulting with the Contractor, will make a determination on correction of such error. The Contractor may request a change order, under the change order provisions of this Amendment, in conjunction with any required correction, if appropriate.

(iv) The terms and language set forth in this Amendment have been negotiated by City and the Contractor and have not been drafted unilaterally by either party. By

executing this Amendment, the Contractor represents that it has carefully read, studied, compared and examined all Amendment documents, including the specifications, is satisfied with the sufficiency of the Amendment documents, and shall not, at any time, complain of defects or inaccuracies in such documents, specifications or drawings.

P. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Amendment shall be kept confidential by the Contractor unless written permission is granted by City for its release.

Q. Force Majeure. Neither party shall be liable for failure to perform under this Amendment if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and usually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

R. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Amendment, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Amendment. If the Contractor breaches or violates this warranty, City may, at its discretion, terminate this Amendment without liability to City, or deduct from the Amendment price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

S. Notices. All notices arising out of, or from, the provisions of this Amendment shall be in writing and given to the parties at the address provided under this Amendment, either by regular mail, facsimile, e-mail, or delivery in person.

T. Liaison and Notice. City Project Manager & Contractor Superintendent.

(i) City project manager is Todd Feezer, telephone number: (307) 721-5304 and email: tfeezer@cityoflaramie.org.

(ii) The Contractor's Project Superintendent is Jason Randall, telephone number: (303) 324-9380 and email: Jason.Randall@Honeywell.com.

(iii) All notices and invoices required in this Amendment shall be in writing, properly addressed to the liaison above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

U. Sovereign Immunity. The City does not waive sovereign immunity by entering into this Amendment, and specifically retains immunity and all defenses available to them as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

V. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

W. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Amendment shall not be construed so as to create such status. The rights, duties, and obligations contained in this Amendment shall operate only between the parties to this Amendment and shall inure solely to the benefit of the parties to this Amendment. The provisions of this Amendment are intended only to assist the parties in determining and performing their obligations under this Amendment. The parties to this Amendment intend and expressly agree that only parties signatory to this Amendment shall have any legal or equitable right to seek to enforce this Amendment, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Amendment, or to bring an action for the breach of this Amendment.

X. Americans with Disabilities Act. Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 *et seq.* and any properly promulgated rules and regulations related thereto.

Y. Warranty. Contractor warrants the following:

(i) has the ability to perform the agreed services;

(ii) shall provide suitable resources to perform work in accordance with agreed services;

(iii) will endeavor to provide the services herein on a timely basis consistent with the difficulty and scope of services to be provided; and

(iv) shall perform all work in a professional and workmanship like manner.

Z. Patent or Copyright Protection. Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Contractor or its subcontractors will violate any such restriction.

AA. Extension. Nothing in this Amendment shall be interpreted or deemed to create an expectation that this Amendment will be extended beyond the term described herein. Any extension of this Amendment shall be requested by the Contractor and following approval by City shall be effective only after it is reduced to writing and executed by all parties to the Amendment. Any agreement to extend this Amendment shall include, but not necessarily be limited to: an

unambiguous identification of the Amendment being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Amendment shall, unless explicitly delineated in the exception, remain as they were in the original Amendment; and, if the duties of either party will be different during the extension than they were under the original Amendment, a detailed description of those duties.

BB. Availability of Funds. Each payment obligation of City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Amendment may be terminated by City at the end of the period for which the funds are available. City shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to City in the event this provision is exercised, and City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be constructed to permit City to terminate this Amendment to acquire similar services from another party.

CC. Award of Related Amendments. City may undertake or award supplemental or successor Amendments for work related to this Amendment. The Contractor shall cooperate fully with other contractors and City in all such cases.

DD. Time is of the Essence. Time is of the essence in all provisions of the Amendment.

EE. Titles Not Controlling. Titles of paragraphs and sections are for reference only and shall not be used to control the language in the Amendment.

FF. Severability. Should any portion of this Amendment be judicially determined to be illegal or unenforceable, the remainder of this Amendment shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

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IN WITNESS WHEREOF, the Laramie City Council has caused this Amendment to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Contractor has signed and executed this Amendment, the day and year first written above.

CITY OF LARAMIE, WYOMING:

By: _____

Joe Shumway, Mayor and President
City of Laramie, City Council

Attest: _____

Nancy Bartholomew
City of Laramie, City Clerk

CONTRACTOR:

HONEYWELL INTERNATIONAL

By: _____

Title: _____

ATTACHMENT A - CITY OF LARAMIE – CLEAN AIR HVAC – PUBLIC HEATH 08/04/2020

UPGRADE OF MECHANICAL SYSTEMS

<u>Task</u>	<u>Type of Expense</u>	<u>Proposed Budget</u>
City Hall & Fire Station	RTU Economizer Control Repair	\$ 32,650
City Hall	Install MAU/ Bipolar ionization/UV light	\$ 142,000
Rec Center	Replace 9 RTUs/Bipolar ion/MERV filters	\$ 1,937,265
Police Station	Rebuild (2) AHU/bipolar ion/MERV filters	\$ 182,280
City Annex	Rebuild (1) AHU/bipolar ion/MERV filers	\$ 129,079
Ice & Event	Cooling unit/Bipolar ion/MERV filters	\$ 118,246
TOTAL RELIEF BUDGET REQUESTED		\$ 2,541,520

City Hall & Fire Station 1	RTU Economizer Control Repair	Repair Rooftop economizer control and commission to ensure proper ventilation air control. Install Bipolar ionization unit and UV-light upstream of cooling coil and heating coil. Install duct mounted Ion detector downstream of the RTU. Install new MERV 8 filters and new filter differential pressure sensors. The goal of the proposed HVAC upgrade is to improve the indoor air quality of the buildings served and reduce the potential for the propagation and spread of biological contaminants. Biologicals of concern include mold, spores, bacteria, and viruses.
City Hall	Make-up Air Unit Replacement	Replace the existing MAU (Budgeted Match) with a new unit having heat recovery. Install Bipolar ionization unit and UV-light upstream of cooling coil and heating coil. Install duct mounted Ion detector downstream of the RTU. Install new MERV filters and new filter differential pressure sensors. The goal of the proposed HVAC upgrade is to improve the indoor air quality of the buildings served and reduce the potential for the propagation and spread of biological contaminants. Biologicals of concern include mold, spores, bacteria, and viruses.
Recreation Center	RTU Upgrades	Replace (9) RTUs with new high efficiency units. Tie unit controls package into BAS for remote scheduling, set point, alarm and trend data. Implement demand control ventilation, air side free cooling, fan speed control, and temperature setbacks. Install Bipolar ionization unit and UV-light upstream of cooling coil and heating coil. Install duct mounted Ion detector downstream of the RTU. Install new MERV filters and new filter differential pressure sensors. Integrate clean building measures on (12) RTUs. (9) new and (3) existing to remain. The goal of the proposed HVAC upgrade is to improve the indoor air quality of the buildings served and reduce the potential for the propagation and spread of biological contaminants. Biologicals of concern include mold, spores, bacteria, and viruses.
Police Station	AHU Upgrade and Repair	Rebuild two (2) AHU with updated controls and install high efficiency motors with VFDs. Implement variable air volume control, demand control ventilation, and economizer controls. Install Bipolar ionization unit and UV-light upstream of cooling coil and heating coil. Install duct mounted Ion detector downstream of the RTU. Install new MERV filters and new filter differential pressure sensors. The goal of the proposed HVAC upgrade is to improve the indoor air quality of the buildings served and reduce the potential for the propagation and spread of biological contaminants. Biologicals of concern include mold, spores, bacteria, and viruses.

City Hall Annex	AHU Upgrades	Rebuild the (1) AHU with new heating and cooling coils and new supply and return high efficiency fan motors. Remove inlet guide vanes and install new fan controls. Add new pressure independent control valves and variable frequency drives (VFDs). The entire air system from AHU to space diffuser will be rebalanced and new controls sequences of operation installed. Install Bipolar ionization unit and UV-light upstream of cooling coil and heating coil. Install duct mounted Ion detector downstream of the RTU. Install new MERV filters and new filter differential pressure sensors. The goal of the proposed HVAC upgrade is to improve the indoor air quality of the buildings served and reduce the potential for the propagation and spread of biological contaminants. Biologicals of concern include mold, spores, bacteria, and viruses.
Ice & Event Center	Lobby HVAC System Upgrade	Provide cooling for the lobby area by either adding cooling equipment to the newly installed makeup air unit or adding a separate cooling only unit in the existing ductwork. Install Bipolar ionization unit and UV-light upstream of cooling coil and heating coil. Install duct mounted Ion detector downstream of the RTU. Install new MERV filters and new filter differential pressure sensors.