

DOCUSIGN

# INTERNAL CONTRACT REQUISITION FORM



**CONTRACTOR/VENDOR NAME:** CSUSA (10) LLC Envirotrol LLC **VENDOR #** 1000019369 - 1500002701

**CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):**

Melissa Johnson melissa.johnson@etrol.net  
 Print Name E-Mail Address

**TYPE OF CONTRACT:** New  Renewal  Amendment  Services  Goods  Consulting  Construction  Lease  Other

**SCOPE OF WORK:** RFP No. 21-041, HVAC Equipment Maintenance and Repair Services at Various Durham County Facilities

**CONTRACT AMT:** \$130,200.00 **CONTRACT TERM:** July 1, 2024 – June 30, 2025 **RFP/IFB/RFO#:** 21-041 (Year 4)

**FUNDING SOURCE/TITLE:** County  State  Federal  Title/Name of Grant Funds \_\_\_\_\_

**UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES  NO**

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4190425085	5200160100			0026	\$18,760.00		Detention Center
2	1001010000	4190425020	5200160100			0026	\$13,795.00		Admin 1
3	1001010000	4190425096	5200160100			0026	\$14,585.00		Admin 2
continued									

**RISK MANAGER** Contract Requires Risk Management Review/Approval? YES  NO

**COUNTY ATTORNEY**

Signature: \_\_\_\_\_ see attached Date: \_\_\_\_\_

Reviewing Attorney: \_\_\_\_\_ see attached Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES  NO  Date of BOCC Approval: 08/14/2023

PRIOR APPROVAL

**REQUISITIONER**

DocuSigned by:

Joseph Caruth Date: 7/18/2024 | 2:30 PM

Print Name/E-Mail: Joseph Caruth jcaruth@dconc.gov

**PURCHASING MANAGER**

Jonathan Hanley Date: 7/18/2024 | 2:28 PM

Jonathan Hanley Signature

**DEPARTMENT HEAD OR DESIGNEE**

Motinyo Keambiroiro Date: 7/18/2024 | 6:12 PM

Print Name/Title: Motinyo Keambiroiro, Director of General Services

E-Mail Address: mkeambiroiro@dconc.gov

**FINANCIAL OFFICER**

Crystal Wright Date: 7/19/2024 | 10:32 AM

Crystal Wright Signature

**COUNTY MANAGER**

Dr. Kimberly J. Sowell Date: 7/22/2024 | 6:47 PM

Dr. Kimberly J. Sowell Signature

**CLERK TO THE BOARD**

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

**IS&T DEPT**

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

**FUNDS RESERVATION#** 25-091

**Purchasing Comments:** COMP

THE COI/LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP.





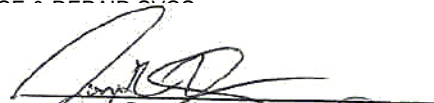

# Funds Reservation 250000091

General Data			
Company code	DCNC	Document date	07/16/2024
		Posting date	07/16/2024
More Data			
Text	SERVICE CONTRACT RENEWAL 07/01/24 - 06/30/25		
Overall Amount	130,200.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		
DETENTION CENTER			
Fund	1001010000	Funds center	4190425000
Cost Center	4190425085	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	18,760.00 USD		
Open amount	18,760.00 USD		
To approve	0.00 USD		

Document item 002			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		
ADMIN I			
Fund	1001010000	Funds center	4190425000
Cost Center	4190425020	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	13,795.00 USD		
Open amount	13,795.00 USD		
To approve	0.00 USD		

Document item 003			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER



# Funds Reservation 250000091

General Data			
Company code	DCNC	Document date	07/16/2024
		Posting date	07/16/2024
More Data			
Text	SERVICE CONTRACT RENEWAL 07/01/24 - 06/30/25		
Overall Amount	130,200.00 USD		
To Approve	0.00 USD		

ADMIN II			
Fund	1001010000	Funds center	4190425000
Cost Center	4190425096	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	14,585.00 USD		
Open amount	14,585.00 USD		
To approve	0.00 USD		

## Document item 004

Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS
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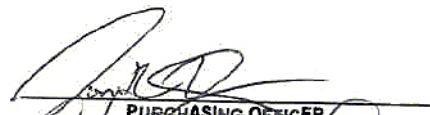
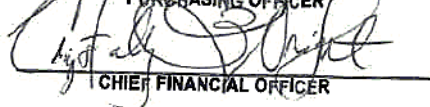
## COURTHOUSE

Fund	1001010000	Funds center	4190425000
Cost Center	4190425044	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	23,636.00 USD		
Open amount	23,636.00 USD		
To approve	0.00 USD		

## Document item 005

Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS
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HHS

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER





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Overall Amount	130,200.00 USD		
To Approve	0.00 USD		

Fund	1001010000	Funds center	4190425000
Cost Center	4190425028	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	18,695.00 USD		
Open amount	18,695.00 USD		
To approve	0.00 USD		

Document item 006			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		
MAIN LIBRARY			
Fund	1001010000	Funds center	4190425000
Cost Center	4190425051	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	11,345.00 USD		
Open amount	11,345.00 USD		
To approve	0.00 USD		

Document item 007			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		
NORTH LIBRARY			

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER





# Funds Reservation 250000091

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More Data			
Text	SERVICE CONTRACT RENEWAL 07/01/24 - 06/30/25		
Overall Amount	130,200.00 USD		
To Approve	0.00 USD		

Fund	1001010000	Funds center	4190425000
Cost Center	4190425016	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	4,846.00 USD		
Open amount	4,846.00 USD		
To approve	0.00 USD		

Document item 008			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		
EAST LIBRARY			
Fund	1001010000	Funds center	4190425000
Cost Center	4190425014	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	4,846.00 USD		
Open amount	4,846.00 USD		
To approve	0.00 USD		

Document item 009			
Text	HVAC EQUIP MAINTENANCE & REPAIR SVCS		
SOUTH LIBRARY			

  
 PURCHASING OFFICER  
  
 CHIEF FINANCIAL OFFICER

Contractor agrees to comply with the requirements of N.C.G.S. §65-25 et. seq. and further agrees to require its subcontractors to comply as applicable.



COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 250000091

Table with 2 columns: Field Name, Value. Includes 'General Data' (Company code DCNC, Document date 07/16/2024) and 'More Data' (Text SERVICE CONTRACT RENEWAL, Overall Amount 130,200.00 USD).

Table with 4 columns: Field Name, Value, Field Name, Value. Includes Fund 1001010000, Vendor CSUSA (10) LLC, and Amount 4,846.00 USD.

Table with 2 columns: Field Name, Value. Includes 'Document item 010' (HVAC EQUIP MAINTENANCE & REPAIR SVCS) and 'SOUTHWEST LIBRARY' with associated fund and amount details.

Table with 2 columns: Field Name, Value. Includes 'Document item 011' (HVAC EQUIP MAINTENANCE & REPAIR SVCS) and 'SPECIAL SERVICES'.

Handwritten signatures and printed titles: PURCHASING OFFICER and CHIEF FINANCIAL OFFICER.

Contractor agrees to comply with the requirements  
N.C.G.S. §65-25 et. seq. and further agrees to require its  
subcontractors to comply as applicable.




**COUNTY OF DURHAM**


Purchasing Division of the Finance Department  
201 East Main Street 7th Floor, Durham NC 27701  
919-560-0051(Telephone); 919-560-0057(Fax)

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To Approve	0.00 USD		

Fund	1001010000	Funds center	4190425000
Cost Center	4190425000	G/L account	5200160100
Vendor	1000019369	Vendor Name	CSUSA (10) LLC
Ordering Address	1500002701	Ordering Address	ENVIROTROL LLC
Grant	NOT_RELEVANT	WBS Element	
Amount	10,000.00 USD		
Open amount	10,000.00 USD		
To approve	0.00 USD		

  
PURCHASING OFFICER

  
CHIEF FINANCIAL OFFICER









# Durham County - General

## *Mechanical Investment Service Proposal*

**Date:**

7/02/2024

**Proposal Number:**

P01642

**Prepared for:**

Durham County - General  
310 South Dillard Street  
Durham, North Carolina 27701

**Prepared by:**

Shea Ball  
984-960-9042  
shea.ball@etrol.net



## ***Preface- Executive Summary***

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David Alpaugh  
310 South Dillard Street  
Durham, North Carolina 27701

Dear David Alpaugh;

Thank you for taking the time to meet with Envirotrol, LLC and giving us the opportunity to provide this solution to you.

Envirotrol, LLC, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's operating conditions. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your entire facility. The foundation of our relationships with our partners begins with creating the most positive client experience possible.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to your entire facility.

After careful survey of your systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Envirotrol, LLC

Shea Ball



## ***Introduction***

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### **Service Makes Sense**

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Envirotrol, LLC's approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Envirotrol, LLC is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.





## **Tasking**

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Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed.

COOLING TOWER CLEANING: (two per year spring and fall)

### **Facilities to be serviced:**

- Durham County Health and Human Services Building
- Durham County Courthouse
- Durham County Detention Center
- Durham County Administration I Building
- Durham County Administration II Building
- Durham County Main Library

### **Service outline cleaning:**

- Lockout/tagout all components needed to perform work safely
- Drain basin
- Clean basin, fill and panels
- Clean out debris in basin
- Refill basin
- Check and adjust fill if needed
- Check and inspect overall cooling tower condition for issues included but not limited to corrosion, fill condition, belts etc.
- Restart tower and check operation
- Provide report on work performed and any issues found

### **COOLING TOWER SERVICE:**

#### **Comprehensive:**

- Check condition of sump and basin
- Check for proper operation of makeup water controller and adjust as needed
- Disassemble and clean sump level sensor (if applicable)
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill, adjust if needed
- Check for blockage in water distributors
- Check fan mechanical drive system and lubricate per manufacturer's recommendation
- Check belt(s) (if applicable)
- Check and tighten electrical connections
- Check operation of basin heater (if applicable)
- Check tower sump screens
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative





**Operational:**

- Check condition of sump and basin
- Check for proper operation of makeup water controller
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill
- Check for blockage in water distributors
- Check fan mechanical drive system
- Check belt(s) (if applicable)
- Check operation of basin heater (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser pump strainer cleaning:**

- Clean strainer
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**CHILLERS SERVICE:**

**Facilities to be serviced:**

Durham County Court House:

- 2 Centrifugal, Trane

Durham County Detention Center:

- 2 Centrifugal, Trane

Durham County Health and Human Services Building:

- 2 Centrifugal, York

Durham County Administration I:

- 2 Screw (single compressor), Carrier

Durham County Administration II:

- 2 Screw (multi compressor), Dunham-Bush

Durham County Main Library:

- 1 Magnetic bearing Centrifugal (Note Main library chiller is the only magnetic bearing unit and has specific maintenance requirements) Daikin

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled



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Admin I  
Admin II  
Detention Center  
Health and Human Services  
Main Library  
Durham County Court House

-

**Comprehensive:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Record oil level in seal oil bottle (if applicable)
- Change oil filters (isolation valves must be present and functional)
- Change oil eductor filter dryer (isolation valves must be present and functional)
- Lubricate and check capacity control and linkage
- Verify oil heater operation
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Lubricate motor bearings, (if applicable and per manufacturer's recommendations)
- Inspect contactors for wear (if applicable)
- Meg compressor motors and record results (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Operational:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels/charge
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Check capacity control and linkage
- Check for proper oil temperature and pressure
- Lubricate motor bearings (per manufacturer's recommendations)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Record oil level in seal oil bottle
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative



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**Condenser tube brushing (one per year):**

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Oil sample and analysis:**

- Remove sample in approved container
- Drop off for analysis
- Label and complete paperwork indicating present operating conditions
- Document tasks performed during visit and report any observations to appropriate customer representative

**Main Library:**

- 1 Magnetic bearing Centrifugal

**Comprehensive service:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Lubricate and check capacity control and linkage
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Perform VSD coolant change procedures
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity

**Operational:**

- Review control panel for proper operation and recorded fault histories
- Lockout/tagout all components needed to perform work safely
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels
- Check capacity control and linkage
- Inspect for signs of refrigerant leakage
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters





**Condenser tube brushing (one per year):**

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Durham County North Regional Library:**

- Carrier, Air Cooled

**Durham County East Regional Library:**

- Carrier, Air Cooled

**Durham County South Regional Library:**

- Carrier, Air Cooled

**Durham County Southwest Regional Library:**

- Trane, Air Cooled,

**Work Requirements Air Cooled, Annual:**

- Lockout/tagout all components needed to perform work safely
- Leak test unit
- Inspect Capacitors
- Tighten electrical connections
- Check gauges and indicator lights
- Review and evaluate logs
- Inspect and clean starter and contactors
- Clean condensing unit
- Calibrate operating controls
- Check starter wiring and contacts
- Calibrate flow switches
- Lubricate as needed
- Brush condenser tubes
- Remove oil for sample and analysis
- Drain, Remove, replace, refill condenser
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service, note any issues with equipment

**Operational:**

- Report to county rep upon arrival
- Check general machine operation
- Check power and piping
- Check controls
- Check wiring and contacts
- Check gauges and indicators



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- Log Chw/brine in temps
- Log Chw/brine out temps
- Log Chw/brine delta p
- Log Chw/brine pump delta p
- Log refrigerant temp
- Log cooler Ltd
- Log oil level and color
- Log condenser air in temp
- Log condenser air out temp
- Log oil differential pressure
- Log motor temps
- Check approached through calculations
- Check electrical components
- Check refrigeration charge
- Lubricate as needed
- Make adjustments as required
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service issues with equipment

**BOILER SERVICE:**

**Facilities to be serviced:**

- Durham County Administration I
- Durham County Administration II
- Durham County Main Library
- Durham County Health and Human Services
- Durham County Detention Center
- Durham County Court House
- Durham County Southwest Regional Library:
- Durham County East Regional Library:
- Durham County South Regional Library:
- Durham County North Regional Library:

Admin I:

Admin II:

Health and Human Services:

Southwest Regional Library:

East Regional Library:

South Regional Library:

North Regional Library:

**Comprehensive:**

- Check igniter for function
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel



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- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation and check for leakage
- Check combustion blower motor operation and lubricate as needed
- Check gas piping and components for leakage
- Test and verify proper operation of all operating, safety, and limit controls
- Check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Operational:**

#### **Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

### **Durham County Court House:**

#### **Comprehensive:**

- Secure and drain boiler.
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Clean and inspect gauge glass.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s). Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage / jackshaft components.
- Check operation of low water cutoff and feed control(s).
- Document tasks performed during visit and report any observations to a County representative.
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot
- Check boiler relief valves for leakage
- Inspect condensate piping, trap, and drain (if applicable)





- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water temperature and pressure
- Check proper operation of make-up water control
- Test and verify proper operation of all operating, safety, and limit controls
- Check overall condition of unit appropriate customer representative
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Test low water cutoff and exercise pressure relief valve.
- Blow down, test low water cutoff, and feed control(s).
- Check for water, steam, and fuel leaks.
- Check setting and test operating and limit control.
- Blow down water level sight glass and confirm water level.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Durham County Detention Center:**

**- Low pressure steam boilers**

**Comprehensive:**

- Secure and drain boiler
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Inspect gauge glass and replace if necessary.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s) every two years. Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Check steam pressures verify they are within operational parameters.





- Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshaft components.
- Check operation of low water cutoff and feed control(s).
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Check steam pressures, verify they are within operational parameters
- Blow down, test low water cutoff and feed control(s).
- Check for water, steam and fuel leaks.
- Check setting and test operating and limit controls.
- Blow down water level sight glass and confirm water level

**Hot Water Boilers Condensing,**

Main Library  
Detention Center

**Comprehensive:**

- Secure and drain boiler every two years.
- Check for proper operation of makeup water control
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers, ensure proper operation, lubricate blower motor as needed.
- Clean and adjust or replace ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshaft components.
- Check operation of low water cutoff control
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.



Allen-Bradley • Rockwell Software





- Inspect condensate piping, trap, and drain
- Lift relief valve to ensure proper operation and leakage.
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check gas piping and components
- Check condensate piping, trap and drain
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

### **Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect boiler burner and controls prior to startup.
- Start burner. Check operating controls.
- Test and verify operation of safety controls, limits controls exercise pressure relief valve and check for leakage.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Test low water cutoff.
- Blow down and verify make up water feed control operation.
- Check for water, and fuel leaks.
- Check setting and test operating and limit control.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check flame quality
- Check condensate piping, trap and drain
- Check hot water temperature and pressure
- Check combustion blower motor operation
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative.





**Court House Water Heaters:**

- Test and verify operation of safety controls, limits controls exercise pressure/temperature relief valve and check for leakage
- Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings
- Check gas piping and components for leakage
- Check unit and piping for leaks
- Remove heat exchanger and check condition (once per year) report any condition issues.
- Check flame quality
- Test and verify proper operation of all operating, safety, and limit controls.
- Check condition of flue/breeching report any condition issues.
- Check power ventilator for function.
- Check thermostat for function adjust if needed.
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

1.

Service shall be performed four (4) times a year in quarterly increments, first service in July, second service in October, third in January, and fourth in April but no later than June 15th for last service. Services shall be done when weather permits for type of equipment being serviced.

b. Reference any documents:

- Equipment model & serial numbers spread sheet.

c. Access will be provided by a County representative; escort will be provided by same if need. Access to Building Automation System will be provided and operated by a County representative

d. Work/service will be performed at the following facilities:

- North Regional Library, 221 Milton Rd, Durham Nc
- East Regional library, 211 Lick Creek Rd Durham Nc
- South Regional library, 4505 South Alston Ave. Durham Nc
- South West Regional Library, 3605 Shannon Rd. Durham Nc
- Durham County Court House, 510 South Dillard St, Durham Nc
- Durham County Detention Center, 219 South Mangum St. Durham Nc
- Durham County Health and Human Services Building, 414 East Main St. Durham Nc
- Durham County Main Library, 300 North Roxboro St, Durham Nc
- Administration I, 200 East Main St. Durham Nc
- Administration II, 201 East Main St. Durham Nc

e. A report will be provided for each service; this report will include all perinate operational, conditional observations made at the time of service.

f. Comprehensive equipment report will need to be provided to verify service is complete before invoicing can occur, invoicing should be quarterly and in line with services rendered.







**Services to Include: Testing of Refrigeration Monitors**

1. **Admin 1** Sherlock 202 - R134A - Replacement of (2) sensors; test and calibrate
2. **Admin 2** - HaloGuard IR - 141-113 - R134A - This quote includes (4) end of line filters and testing of the HaloGuard
3. **Courthouse** - HaloGuard - 171-113 - R123 - This quote includes (4) end of line filters and testing of the HaloGuard
4. **Detention** - Trane TruSense - RMWERP - R123 - This quote includes (1) internal filter and testing of the TruSense
5. **HHS** - Chillgard LE - A-LE - R134A - This quote includes (4) end of line filters and testing of the Chillgard
6. **Main Library** - Sherlock 204 - R134A - This quote includes calibration and testing



**MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS**

**Company**  
 Envirotrol, LLC  
 7311 ACC Blvd.  
 Raleigh, NC 27617

Ph: 984-960-9042 Fax:

Proposal Date: 7/02/2024  
 Proposal Number: P01642  
 Agreement Number: 800231

Bill To Identity	Agreement Location
Durham County - General 310 South Dillard Street Durham, North Carolina 27701  Attn: David Alpaugh	Durham County - General 310 South Dillard Street Durham, North Carolina 27701  Attn: David Alpaugh

Envirotrol, LLC will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Planned Maintenance **SCHEDULES:** \*Equipment Schedule

Agreement coverage will commence on 7/1/2024.

The Agreement price is \$120,200.00 per year, payable in advanced installments of \$30,050.00 per Quarter beginning on the effective date of 7/1/2024 through 6/30/2025.

- Detention Center – \$18,760.00
- Admin 1 - \$13,795.00
- Admin 2 – \$14,585.00
- Courthouse - \$23,636.00
- Health and Human Services – \$18,695.00
- Main Library – \$11,345.00
- North Library – \$4,846.00
- East Library – \$4,846.00
- South Library – \$4,846.00
- Southwest Library – \$4,846.00

This Agreement is the property of Envirotrol, LLC and is provided for Customer's use only. Envirotrol, LLC guarantees the price stated in this Agreement for ninety (90) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Company**

**Customer**

\_\_\_\_\_  
 Signature Sales Consultant

\_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 Accepted for Company by: Signature

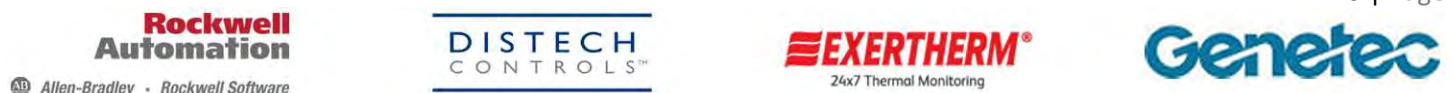
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 Name (Print)

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date / Phone / Fax

\_\_\_\_\_  
 Date





## Planned Maintenance Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
3. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
5. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
6. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.

The parties acknowledge and understand that an unlimited indemnification by the Customer (County) constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by Customer to any party under the Contract shall be deemed to be given only to the extent allowed by law. Nothing in this Agreement shall be deemed to constitute a waiver of the governmental immunity of the Customer, which immunity is hereby reserved to the Customer.



**TERMS AND CONDITIONS CONTINUED.**

7. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
8. **Claims and Disputes.** The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
9. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
10. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC. Notwithstanding the foregoing, the Parties agree and acknowledge that the Customer is at all times subject to the provisions and mandates of the North Carolina Public Records Act.
11. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
12. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the base Contract and any Amendments, (2) the requirements of the Proposal; (3) Addenda; (4) Standard General Terms and Conditions.
13. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.



## Inventory of Equipment

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
6	Refrigerant Monitors				See Tasking Above	Custom

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Admin 1 BLR 001		CHN1262	2019 119149785	Admin 1	Boiler Gas- Fired Hot Water
1	Admin 1 BLR 002		CHN1626	2019 119149786	Admin 1	Boiler Gas- Fired Hot Water
1	CHLR 003	Carrier	30HXC161RZE67 1KA	4511Q19648	Admin 1	Screw Chiller Water Cooled
1	CHLR 004	Carrier	30HXC161RZE67 1KA	45111Q19654	Admin 1	Screw Chiller Water Cooled
1	CTWR 001	Marley	AV64051G AV- 10045052-A1	N/A	Admin 1	Cooling Tower

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	CHLR 005	Dunham Bush	WCFX 24TARJBR5CR	2B72100068	Admin 2	Screw Chiller Water Cooled
1	CHLR 006	Dunham Bush	WCFX 24TARJBR5CR	2B72100069	Admin 2	Screw Chiller Water Cooled
1	CTWR 002	EVAPCO	LSTE-5512	16-802615	Admin 2	Cooling Tower
1	CTWR 003	EVAPCO	LSTE-5512	16-802614	Admin 2	Cooling Tower

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	CHLR 007	Trane	CVHF770	L11A00339	Court House	Centrifugal Chiller
1	CHLR 008	Trane	CVHF770	L11A00338	Court House	Centrifugal Chiller
1	CTWR 004	Marley	NC8411RLN		Court House	Cooling Tower
1	CTWR 005	Marley	NC8411RLN		Court House	Cooling Tower

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	CHLR 001	York	YKDRDRQ4- CMGS	SVNM-454960	HHS	Centrifugal Chiller
1	CHLR 002	York	YKDRDRQ4- CMGS	SVNM-455100	HHS	Centrifugal Chiller
1	CTWR 009	MARLEY	N/A	1007413-A1- NC8304FCG-09	HHS	Cooling Tower
1	CTWR 010	MARLEY	N/A	1007413-A2- NC8304FCG-09	HHS	Cooling Tower

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Boiler B-1		FBN1751	1835 111641321	Main Library	Boiler Gas- Fired Hot Water
1	Boiler B-2		FBN1751		Main Library	Boiler Gas- Fired Hot Water
1	CHLR 011	Daikin	WMC048DDSNA	STNU180600075	Main Library	Centrifugal Chiller
1	CTWR 008	EVAPCO	UT 19-4J14	18-835994	Main Library	Cooling Tower



Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Boiler 1	Lochivar	CHN1441	DO5H00175501	North Reg. Library	Boiler Gas- Fired Hot Water
1	Chiller 1	Carrier	30GXN083-E-661FZ	2105F15422	North Reg Library	Reciprocating Chiller Air Cooled

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Boiler 1	Lochivar	CHN1441	C05H00175049	East Regional Library	Boiler Gas- Fired Hot Water
1	Chiller 1	Carrier	30GXN083-E-661FZ	1605F12965	East Regional Library	Reciprocating Chiller Air Cooled

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Boiler 1	Raypak	H9-1532B	0905295853	South Reg Library	Boiler Gas- Fired Hot Water
1	Chiller 1	Carrier	30XAA0806T-08J7C	3409Q91138	South Reg Library	Reciprocating Chiller Air Cooled

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Boiler 1	Raypak	H9-2072C	2201535965	Southwest Reg Library	Boiler Gas- Fired Hot Water
1	Chiller 1	Trane	RATC 1704 UR0H UAFN	U09G05101	Southwest Reg Library	Reciprocating Chiller Air Cooled

Qty	Equipment	Manufacturer	Model	Serial#	Location	Type Description
1	Boiler B-1	Superior	4-5-1276 (4-5-1276L-GR)		Detention Center	Boiler Gas- Fired Steam
1	Boiler B-1 Burner	Superior	LCN021/36	01025	Detention Center	Boiler Gas- Fired Steam
1	Boiler B-2	Superior	4-5-1276 (4-5-1276L-GR)	12024	Detention Center	Boiler Gas- Fired Steam
1	Boiler B-2 Burner	Superior	LCN021/36	01026	Detention Center	Boiler Gas- Fired Steam
1	Chiller 1	Trane	CVHE040G	L21H02245	Detention Center	Centrifugal Chiller
1	Chiller 2	Trane	CVHE040G	L13A00119	Detention Center	Centrifugal Chiller
1	Cooling Tower 1	BAC	3272C-2	U134841801-01-01	Detention Center	Cooling Tower
1	Cooling Tower 2	BAC	3272C-2	U134841801-01-01	Detention Center	Cooling Tower
1	DomWaterBlr_1	Aerco	INN1060N	G-21-0651	Detention Center	Boiler Gas- Fired Hot Water
1	DomWaterBlr_2	Aerco	AM1000BHXV	21230506	Detention Center	Boiler Gas- Fired Hot Water
1	RH_Boiler 1	Reillo			Detention Center	Boiler Gas- Fired Hot Water
1	RH_Boiler 2	Reillo			Detention Center	Boiler Gas- Fired Hot Water

**Caruth, Joseph E.**

---

**From:** Melissa Johnson <melissa.johnson@etrol.net>  
**Sent:** Tuesday, July 2, 2024 12:48 PM  
**To:** Caruth, Joseph E.  
**Cc:** SHAE Bell; GSContracts; Alpaugh, David J.  
**Subject:** Re: Durham County - Envirotrol LLC : Yearly HVAC Services Contract Quote - Durham County Legal Markup

Hi Joe,

I'm fine with these edits. Yes, we can use these moving forward for the fiscal year ending June 30, 2025.

Thanks,

Melissa Johnson  
President  
Envirotrol, LLC



p: (980) 417-1409  
a: 250 Swathmore Ave, High Point NC 27263  
w: www.envirotrol.net  
e: melissa.johnson@etrol.net

On Tue, Jul 2, 2024 at 12:37 PM Caruth, Joseph E. <jcaruth@dconc.gov> wrote:

Good Morning,

Attached are the redlines to the boilerplate Terms and Conditions at the end of the yearly service quote. After your review / approval I would like approval to use these changes on all boilerplate T&C going forward for this fiscal year ending in June 30, 2025. Comments in redline/red font/and comments.

Thanks!

**Joe Caruth | QC & Contract Specialist, General Services**

## **Attached for Reference**

**Envirotrol, LLC**  
Contract Amendment (FY24)  
Dated: 03/26/24





North Carolina  
Durham County

**CERTIFICATION**

I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners authorized the County Manager to execute the proposed contract with Envirotrol, LLC. in the amount of \$108,486.04 for the annual HVAC service contract and be given the authority to execute change orders/amendments, as long as funding was available in the contracted services fund.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 14th day of August 2023.

(SEAL)



MACIO CARLTON

Deputy Clerk to the Board of County Commissioners

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this 26<sup>th</sup> day of March 2024 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Envirotrol, LLC** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated July 1, 2023, (FR# 24-520) for the provision of Equipment Maintenance and Service at Various County Facilities , (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement continues to be **June 30, 2024.**
2. The compensation paid to Contractor shall be an amount not to exceed **\$129,649.00**


Original contract amount:	\$108,486.00
<u>Amendment #2 (Line #5):</u>	<u>\$14,792.00</u>
New Contract Amount:	\$129,649.00

3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

DocuSigned by:  
  
8EBF0A6C1C89469...

DocuSigned by:  
  
520A196CD1A847E...

**Print Name/Title:** Dr. Kimberly J. Sowell County Manager

**Print Name/Title:** Melissa Johnson Melissa Johnson Pre

**Date of Signature:** 4/14/2024 | 10:39 PM EDT

**Date of Signature:** 4/4/2024 | 11:54 AM PDT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
  
2F80F2B29C0C4B6...  
**Jiffary Murray**  
**Durham County Chief Financial Officer**



## Service Estimate

### Company

Envirotrol, LLC  
7311 ACC Blvd.  
Raleigh, NC 27617  
Ph: 919-906-8968

Proposal Date: 3/15/2024  
Proposal Number: P07895

### Bill To Identity

Durham County - General  
310 South Dillard Street  
Durham, North Carolina 27701  
David Alpaugh

### Agreement Location

Durham County - Courthouse  
510 South Dillard Street  
Durham, North Carolina 27701  
David Alpaugh

### Services to Include:

- PM to schedule shutdown with David Alpaugh
- Check in
- Perform 5x5 safety Audit
- Shutdown boilers associated with flue being replaced
- Provide scissor lift for safe work execution
- Demo existing flue from 90el at the bottom of the stack to the TEE and associated piping in between
- Provide and install new SCHEBLER piping and fittings removed
- Start boilers back up and check sequence of operations

### Exclusions / Clarifications:

- Provisions and installation of work outside the scope of this quote is not included
- This quote is valid for 30 days and supersedes any previous quote
- All work is quoted during normal business hours (Mon – Fri 8:00am-5:00pm)
- Tax is not included. Any applicable taxes will be applied at invoicing

### **OUR PRICE FOR THIS PROPOSAL IS**

.....**\$14,792.00**

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

### **Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

### **Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date                      PO#



## ***Project Agreement Terms and Conditions***

---

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. ~~Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise.~~ Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Agreement Pricing.** In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the contract, as well as during the performance of the contract through no fault of Envirotrol LLC, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the contract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution of the contract.
3. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
4. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
5. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
7. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.

**TERMS AND CONDITIONS CONTINUED.**

8. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
9. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. ~~Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith.~~ The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
10. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
11. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
12. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
13. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
14. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.

Attached for Reference  
**Envirotrol, LLC**

Contract Amendment

Dated: 11/07/23

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this 7th day of November, 2023 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Envirotrol, LLC.** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated July 1, 2023, FR# 24-520, for the provision of HVAC Equipment Maintenance and Repair services at Various County Facilities. (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

- 1. The Term of the Original Agreement is hereby extended through **No time extension.**
- 2. The compensation paid to Contractor shall be an amount not to exceed **\$114,857.00.**

Original Contract Amount:	\$108,486.00
Addition funds for repair:	\$ <u>6,371.00</u>
Total:	\$114,857.00

- 3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

DocuSigned by:  
By: Motiryo Keambiroiro  
1622BCFAB413461

Print Name/Title: Motiryo Keambiroiro Director

Date of Signature: 12/22/2023

**CONTRACTOR**

DocuSigned by:  
By: Melissa Johnson  
520A196CD1A847E...

Print Name/Title: Melissa Johnson President

Date of Signature: 12/22/2023

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
Jiffany Murray  
Jiffany Murray, Durham County Chief Financial Officer



## Admin 2 CT 1 Basin Repairs

**Company**

Envirotrol, LLC  
7311 ACC Blvd.  
Raleigh, NC 27617  
Ph: 919-428-5985

Proposal Date: 12/15/2023  
Proposal Number: P07307

**Bill To Identity**

Durham County Admin 1  
200 East Main Street  
Durham, North Carolina 27701  
David Alplaugh

**Agreement Location**

Durham County Admin 1  
200 East Main Street  
Durham, North Carolina 27701  
David Alplaugh

**Services to Include:**

- Seal Cold Water Basin Seams
1. Clean cold water collection basin.
  2. Mechanically grind and prepare all accessible seams in cold water collection basin.
  3. Caulk prepared seams.
  4. Coat prepared seams with flexible membrane coating.
  5. Clean work area.

**Exclusions / Clarifications:**

- Provisions and installation of work outside the scope of this quote is not included
- This quote is valid for 60 days and supersedes any previous quote
- All work is quoted **After** normal business hours (Mon – Fri 8:00am-5:00pm)
- Tax is not included. Any applicable taxes will be applied at invoicing

OUR PRICE FOR THIS PROPOSAL IS .....\$9,243.00

Deduct \$2,872.00 if work can be done during normal working hours

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Tiffany Murray, Durham County Chief Financial Officer





## ***Project Agreement Terms and Conditions***

---

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. ~~Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise.~~ Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Agreement Pricing.** In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the contract, as well as during the performance of the contract through no fault of Envirotrol LLC, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the contract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution of the contract.
3. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
4. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
5. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
7. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.

**TERMS AND CONDITIONS CONTINUED.**

8. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
9. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. ~~Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith.~~ The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
10. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
11. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
12. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
13. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
14. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.

Attached for Reference

ENVROTROL INC.

FY 24 Contract Renewal

Dated: 07/01/23

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this 1<sup>st</sup> day of July 2023 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Envirotrol, LLC** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated July 1, 2022, for the provision of HVAC, Equipment and Repair Services at Various Durham County facilities, Fr# 23-138 (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through June 30, 2024.
2. The compensation paid to Contractor shall be an amount not to exceed \$108,486.00
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

DocuSigned by:  
Dr. Kimberly J. Sowell  
8EBF0A8C1C89469...

DocuSigned by:  
Melissa Johnson  
520A196CD1A847E...

**Print Name/Title:** Dr. Kimberly J. Sowell, County Manager

**Print Name/Title:** Melissa Johnson, Melissa Johnson VP/GM S

**Date of Signature:** 10/6/2023

**Date of Signature:** 9/27/2023

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
Crystally Wright  
645F778104...  
**Crystally Wright, Durham County Interim Chief Financial Officer**



# Durham County

## *Mechanical Investment Service Proposal*

**Date:**

06/13/2023

**Proposal Number:**

P01319

**Prepared for:**

Durham County - General  
310 South Dillard Street  
Durham, North Carolina 27701

**Prepared by:**

Shea Ball  
984-960-9042  
shea.ball@etrol.net





## ***Table of Contents***

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Executive Summary

Introduction

Services Provided

Maintenance Agreement

Equipment Schedule





## ***Preface- Executive Summary***

---

David Alpaugh  
310 South Dillard Street  
Durham, North Carolina 27701

Dear David Alpaugh;

Thank you for taking the time to meet with Envirotrol, LLC and giving us the opportunity to provide this solution to you.

Envirotrol, LLC, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's operating conditions. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your entire facility. The foundation of our relationships with our partners begins with creating the most positive client experience possible.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to your entire facility.

After careful survey of your systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Envirotrol, LLC

Shea Ball





## ***Introduction***

---

### **Service Makes Sense**

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Envirotrol, LLC's approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Envirotrol, LLC is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.







## ***PROGRAM ADMINISTRATION***

This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without staying involved.



### *Our Service*

- Program development
- Professional management and supervision
- Skilled administration and dispatching
- Monitoring program achievement and performance
- Ongoing recommendations and maintenance upgrades

### *Your Benefits*

- Reduced administrative involvement means lower operating costs.
- Receiving regular maintenance reports assures you that your building's system is being properly maintained.





## **MAINTENANCE TASKING SYSTEM**

Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which takes into account variables such as your equipment's operating hours, application, environment and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.



### *Our Service*

- Maintenance tasks based on your operating objectives
- Maintenance tasks based on your equipment needs and operating conditions
- Service frequency and timing by building requirements, type of equipment, and equipment run time
- Exactly the right maintenance, by the right service technician, at the right time

### *Your Benefits*

- Service that meets your business objectives
- Reduces operating costs by optimum labor utilization
- Comprehensive plan for preventive maintenance minimizes breakdown costs and downtime
- Record of preformed proactive and reactive maintenance facilitates monitoring of the program to assure maximum asset utilization
- Reduced administration costs





## ***CUSTOMER SERVICE REVIEW (C.S.R.) PROGRAM***

The (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.



### *Our Service*

- Professional Service Technicians
- Ongoing program administration and monitoring of results
- Verbal and face to face assessments and feedback
- Program adjustments based upon changing business objectives

### *Your Benefits*

- Fast response to a changing business climate
- Open lines of communication
- Continuous improvement programs
- Peace of mind



## **OPERATIONAL TEST AND INSPECT SERVICE**

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful or broken parts.



### *Our Service*

- Operational inspection of all equipment
- Testing of system components
- Identification of worn, doubtful or broken parts
- Professional recommendations for additional maintenance and components and parts replacement

### *Your Benefits*

- Professionally serviced by highly skilled and trained technicians
- Reduced Breakdowns
- Reduced business interruptions
- Reduced operating cost
- Peace of mind





## ***PROFESSIONAL PREVENTIVE MAINTENANCE***

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.



### *Our Service*

- Results oriented level of preventive maintenance
- Refrigeration cycle peak efficiency calibration
- Cleaning, adjustment, lubrication and calibration of all equipment
- Temperature control service
- Operational analysis of the system
- Cleaning of equipment
- Predictive belt replacement

### *Your Benefits*

- Extended system component life reduces operating costs
- Extended asset life reduces overall ownership costs
- Optimum energy consumption reduces operating and production costs
- Reduced system downtime increases productivity
- Maintaining equipment protects the value of your system
- Peace of mind

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Automation**

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**DISTECH  
CONTROLS™**

**EXERTHERM®**  
24x7 Thermal Monitoring

**Genetec**



## ***MAINTENANCE SUPPLIES***

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.



### *Our Service*

- Wire nuts, screws, connectors
- Oils and lubricants
- Towels, rags and maintenance absorbents
- Chemicals, etc.
- Cleaning supplies
- Consumables

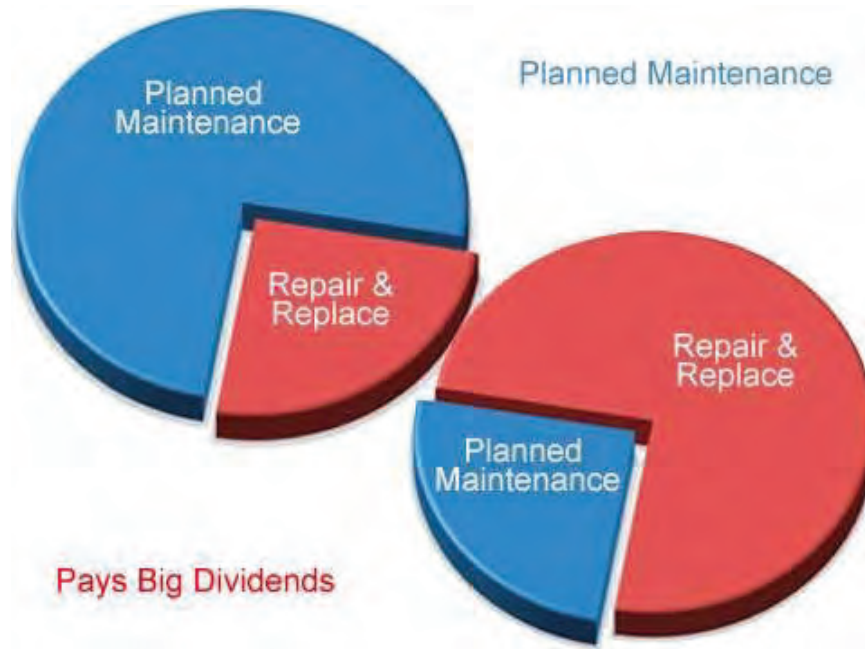
### *Your Benefits*

- No additional charges
- Eliminates inventory costs
- Properly cleaned equipment helps extend equipment life and prevent breakdowns
- Reduces administrative time and cost



## MAINTENANCE

Envirotrol, LLC's preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing a Maintenance Program you can ensure your system operates at optimal efficiency.



### *With Envirotrol, LLC you can expect:*

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented

### *Your Benefits*

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time



## **Tasking**

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Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed.

COOLING TOWER CLEANING: (two per year spring and fall)

### **Facilities to be serviced:**

- Durham County Health and Human Services Building
- Durham County Courthouse
- Durham County Detention Center
- Durham County Administration I Building
- Durham County Administration II Building
- Durham County Main Library

### **Service outline cleaning:**

- Lockout/tagout all components needed to perform work safely
- Drain basin
- Clean basin, fill and panels
- Clean out debris in basin
- Refill basin
- Check and adjust fill if needed
- Check and inspect overall cooling tower condition for issues included but not limited to corrosion, fill condition, belts etc.
- Restart tower and check operation
- Provide report on work performed and any issues found

### **COOLING TOWER SERVICE:**

#### **Comprehensive:**

- Check condition of sump and basin
- Check for proper operation of makeup water controller and adjust as needed
- Disassemble and clean sump level sensor (if applicable)
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill, adjust if needed
- Check for blockage in water distributors
- Check fan mechanical drive system and lubricate per manufacturer's recommendation
- Check belt(s) (if applicable)
- Check and tighten electrical connections
- Check operation of basin heater (if applicable)
- Check tower sump screens
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative





**Operational:**

- Check condition of sump and basin
- Check for proper operation of makeup water controller
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill
- Check for blockage in water distributors
- Check fan mechanical drive system
- Check belt(s) (if applicable)
- Check operation of basin heater (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser pump strainer cleaning:**

- Clean strainer
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**CHILLERS SERVICE:**

**Facilities to be serviced:**

Durham County Court House:

- 2 Centrifugal, Trane

Durham County Detention Center:

- 2 Centrifugal, Trane

Durham County Health and Human Services Building:

- 2 Centrifugal, York

Durham County Administration I:

- 2 Screw (single compressor), Carrier

Durham County Administration II:

- 2 Screw (multi compressor), Dunham-Bush

Durham County Main Library:

- 1 Magnetic bearing Centrifugal (Note Main library chiller is the only magnetic bearing unit and has specific maintenance requirements) Daikin

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled

Admin I

Admin II

Detention Center

Health and Human Services

Main Library



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Durham County Court House

-

**Comprehensive:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Record oil level in seal oil bottle (if applicable)
- Change oil filters (isolation valves must be present and functional)
- Change oil eductor filter dryer (isolation valves must be present and functional)
- Lubricate and check capacity control and linkage
- Verify oil heater operation
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Lubricate motor bearings, (if applicable and per manufacturer's recommendations)
- Inspect contactors for wear (if applicable)
- Meg compressor motors and record results (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Operational:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels/charge
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Check capacity control and linkage
- Check for proper oil temperature and pressure
- Lubricate motor bearings (per manufacturer's recommendations)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Record oil level in seal oil bottle
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser tube brushing (one per year):**

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head



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- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Oil sample and analysis:**

- Remove sample in approved container
- Drop off for analysis
- Label and complete paperwork indicating present operating conditions
- Document tasks performed during visit and report any observations to appropriate customer representative

**Main Library:**

- 1 Magnetic bearing Centrifugal

**Comprehensive service:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Lubricate and check capacity control and linkage
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Perform VSD coolant change procedures
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity

**Operational:**

- Review control panel for proper operation and recorded fault histories
- Lockout/tagout all components needed to perform work safely
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels
- Check capacity control and linkage
- Inspect for signs of refrigerant leakage
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters

**Condenser tube brushing (one per year):**

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head





- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air Cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled,

**Work Requirements Air Cooled, Annual:**

- Lockout/tagout all components needed to perform work safely
- Leak test unit
- Inspect Capacitors
- Tighten electrical connections
- Check gauges and indicator lights
- Review and evaluate logs
- Inspect and clean starter and contactors
- Clean condensing unit
- Calibrate operating controls
- Check starter wiring and contacts
- Calibrate flow switches
- Lubricate as needed
- Brush condenser tubes
- Remove oil for sample and analysis
- Drain, Remove, replace, refill condenser
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service, note any issues with equipment

**Operational:**

- Report to county rep upon arrival
- Check general machine operation
- Check power and piping
- Check controls
- Check wiring and contacts
- Check gauges and indicators
- Log Chw/brine in temps
- Log Chw/brine out temps
- Log Chw/brine delta p
- Log Chw/brine pump delta p
- Log refrigerant temp
- Log cooler Ltd
- Log oil level and color
- Log condenser air in temp
- Log condenser air out temp





- Log oil differential pressure
- Log motor temps
- Check approached through calculations
- Check electrical components
- Check refrigeration charge
- Lubricate as needed
- Make adjustments as required
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service issues with equipment

**BOILER SERVICE:**

**Facilities to be serviced:**

- Durham County Administration I
- Durham County Administration II
- Durham County Main Library
- Durham County Health and Human Services
- Durham County Detention Center
- Durham County Court House
- Durham County Southwest Regional Library:
- Durham County East Regional Library:
- Durham County South Regional Library:
- Durham County North Regional Library:

Admin I:

Admin II:

Health and Human Services:

Southwest Regional Library:

East Regional Library:

South Regional Library:

North Regional Library:

**Comprehensive:**

- Check igniter for function
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation and check for leakage
- Check combustion blower motor operation and lubricate as needed
- Check gas piping and components for leakage
- Test and verify proper operation of all operating, safety, and limit controls
- Check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control



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- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Operational:**

**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Durham County Court House:**

**Comprehensive:**

- Secure and drain boiler.
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Clean and inspect gauge glass.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s). Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage / jackshaft components.
- Check operation of low water cutoff and feed control(s).
- Document tasks performed during visit and report any observations to a County representative.
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot
- Check boiler relief valves for leakage
- Inspect condensate piping, trap, and drain (if applicable)
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water temperature and pressure
- Check proper operation of make-up water control
- Test and verify proper operation of all operating, safety, and limit controls
- Check overall condition of unit appropriate customer representative
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.





**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Test low water cutoff and exercise pressure relief valve.
- Blow down, test low water cutoff, and feed control(s).
- Check for water, steam, and fuel leaks.
- Check setting and test operating and limit control.
- Blow down water level sight glass and confirm water level.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Durham County Detention Center:**

**- Low pressure steam boilers**

**Comprehensive:**

- Secure and drain boiler
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Inspect gauge glass and replace if necessary.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s) every two years. Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Check steam pressures verify they are within operational parameters.
- Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshaft components.
- Check operation of low water cutoff and feed control(s).
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.





- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Check steam pressures, verify they are within operational parameters
- Blow down, test low water cutoff and feed control(s).
- Check for water, steam and fuel leaks.
- Check setting and test operating and limit controls.
- Blow down water level sight glass and confirm water level

**Hot Water Boilers Condensing,**

Main Library

Detention Center

**Comprehensive:**

- Secure and drain boiler every two years.
- Check for proper operation of makeup water control
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers, ensure proper operation, lubricate blower motor as needed.
- Clean and adjust or replace ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshaft components.
- Check operation of low water cutoff control
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Inspect condensate piping, trap, and drain
- Lift relief valve to ensure proper operation and leakage.
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check gas piping and components
- Check condensate piping, trap and drain
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative



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**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect boiler burner and controls prior to startup.
- Start burner. Check operating controls.
- Test and verify operation of safety controls, limits controls exercise pressure relief valve and check for leakage.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Test low water cutoff.
- Blow down and verify make up water feed control operation.
- Check for water, and fuel leaks.
- Check setting and test operating and limit control.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check flame quality
- Check condensate piping, trap and drain
- Check hot water temperature and pressure
- Check combustion blower motor operation
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative.

**Court House Water Heaters:**

- Test and verify operation of safety controls, limits controls exercise pressure/temperature relief valve and check for leakage
- Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings
- Check gas piping and components for leakage
- Check unit and piping for leaks
- Remove heat exchanger and check condition (once per year) report any condition issues.
- Check flame quality
- Test and verify proper operation of all operating, safety, and limit controls.
- Check condition of flue/breeching report any condition issues.
- Check power ventilator for function.
- Check thermostat for function adjust if needed.
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative





- a. Service shall be performed four (4) times a year in quarterly increments, first service in July, second service in October, third in January, and fourth in April but no later than June 15th for last service. Services shall be done when weather permits for type of equipment being serviced.
- b. Reference any documents:
  - Equipment model & serial numbers spread sheet.
- c. Access will be provided by a County representative; escort will be provided by same if need. Access to Building Automation System will be provided and operated by a County representative
- d. Work/service will be performed at the following facilities:
  - North Regional Library, 221 Milton Rd, Durham Nc
  - East Regional library, 211 Lick Creek Rd Durham Nc
  - South Regional library, 4505 South Alston Ave. Durham Nc
  - South West Regional Library, 3605 Shannon Rd. Durham Nc
  - Durham County Court House, 510 South Dillard St, Durham Nc
  - Durham County Detention Center, 219 South Mangum St. Durham Nc
  - Durham County Health and Human Services Building, 414 East Main St. Durham Nc
  - Durham County Main Library, 300 North Roxboro St, Durham Nc
  - Administration I, 200 East Main St. Durham Nc
  - Administration II, 201 East Main St. Durham Nc
- e. A report will be provided for each service; this report will include all perinate operational, conditional observations made at the time of service.
- f. Comprehensive equipment report will need to be provided to verify service is complete before invoicing can occur, invoicing should be quarterly and in line with services rendered.

**Services to Include: Testing of Refrigeration Monitors**

1. **Admin 1** Sherlock 202 - R134A - Replacement of (2) sensors; test and calibrate
2. **Admin 2** - HaloGuard IR - 141-113 - R134A - This quote includes (4) end of line filters and testing of the HaloGuard
3. **Courthouse** - HaloGuard - 171-113 - R123 - This quote includes (4) end of line filters and testing of the HaloGuard
4. **Detention** - Trane TruSense - RMWERP - R123 - This quote includes (1) internal filter and testing of the TruSense
5. **HHS** - Chillgard LE - A-LE - R134A - This quote includes (4) end of line filters and testing of the Chillgard
6. **Main Library** - Sherlock 204 - R134A - This quote includes calibration and testing





**MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS**

**Company**  
 Envirotrol, LLC  
 7311 ACC Blvd.  
 Raleigh, NC 27617

Proposal Date: 06/13/2023  
 Proposal Number: P01319  
 Agreement Number: 800231

Ph: 984-960-9042 Fax:

Bill To Identity	Agreement Location
Durham County - General 310 South Dillard Street Durham, North Carolina 27701  Attn: David Alpaugh	Durham County - General 310 South Dillard Street Durham, North Carolina 27701  Attn: David Alpaugh

Envirotrol, LLC will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Planned Maintenance **SCHEDULES:** \*Equipment Schedule

Agreement coverage will commence on 7/1/2023.

The Agreement price is \$98,486.00 per year, payable in advanced installments of \$8,207.16 per Month beginning on the effective date of 7/1/2023 through 6/30/2024.

- ~~Detention Center - \$18,216.00~~
- Admin 1 - \$13,393.00
- Admin 2 - \$14,160.00
- Courthouse - \$22,949.00
- Health and Human Services - \$18,151.00
- Main Library - \$11,015.00
- North Library - \$4,705.00
- East Library - \$4,704.00
- South Library - \$4,704.00
- Southwest Library - \$4,705.00

This Agreement is the property of Envirotrol, LLC and is provided for Customer's use only. Envirotrol, LLC guarantees the price stated in this Agreement for ninety (90) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Company**

**Customer**

\_\_\_\_\_  
 Signature Sales Consultant

\_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 Accepted for Company by: Signature

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date / Phone / Fax

\_\_\_\_\_  
 Date

**Planned Maintenance Terms and Conditions**





By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. ~~Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise.~~ Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
3. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
5. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
6. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.



**TERMS AND CONDITIONS CONTINUED.**

7. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
8. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. ~~Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith.~~ The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
9. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
10. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
11. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
12. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
13. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.

ATTACHED FOR REFERENCE PURPOSES

**Envirotrol, LLC**

Contract Amendment (FY23)

Dated: 03/23/23

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this 23<sup>rd</sup> day of March , 2023 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Envirotrol, LLC** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated 08/19/21 for the provision of HVAC Equipment and Repair Services at Various Durham County Facilities, FR #23-138 , (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

- 1. The Term of the Original Agreement is hereby extended through   No Extension  .
- 2. The compensation paid to Contractor shall be an amount not to exceed \$132,527.00.

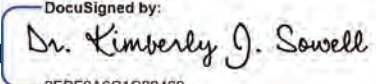
Original Contract Amount:	\$106,428.00
Amendment #1:	\$4,952.00
Amendment #2:	\$5,000.00
Amendment #3:	<u>\$21,147.00</u>
Total New Contract Amount:	\$137,527.00

- 3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

DocuSigned by:  
  
 BEBF0A6C1C89469...

DocuSigned by:  
  
 520A196CD1A847E...

**Print Name/Title:** Dr. Kimberly J. Sowell, County Manager

**Print Name/Title:** Melissa Johnson, Melissa Johnson VP/GM Servi

**Date of Signature:** 5/25/2023

**Date of Signature:** 5/22/2023

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
*Crystally Wright*  
64D5F27463AF4D4...

\_\_\_\_\_  
**t, Durham County Interim Chief Financial Officer**



## Kutch, Tom

---

**From:** Shea Ball <shea.ball@etrol.net>  
**Sent:** Thursday, May 18, 2023 2:20 PM  
**To:** Alpaugh, David J.  
**Cc:** Kutch, Tom  
**Subject:** Re: Chiller investigation quote

Yes Dave. That price is still good.

Thanks,  
Shea Ball  
Operations Manager - Raleigh  
**Envirotrol, LLC**

o:(919) 646-9044 c:(984) 960-9042  
a:[7311 ACC Blvd, Raleigh, NC 27617](http://7311 ACC Blvd, Raleigh, NC 27617)  
w:[www.envirotrol.net](http://www.envirotrol.net)  
e:[shea.ball@etrol.net](mailto:shea.ball@etrol.net)



On Thu, May 18, 2023 at 2:14 PM Alpaugh, David J. <[dalpaugh@dconc.gov](mailto:dalpaugh@dconc.gov)> wrote:

Shea,

Is the cost, \$21,147.00, still good for the attached quote?

**David Alpaugh** | Project Facilitator



310 S. Dillard Street  
Durham, North Carolina 27701



## Chiller 2 Investigation

Proposal Date: 3/22/2023  
Proposal Number: RTP-23-4196

### Company

Envirotrol, LLC  
250 Swathmore Ave  
High Point, NC 27263  
Ph: 336-242-4849

### Bill To Identity

Durham County Detention Center  
219 South Mangum Street  
Durham, North Carolina 27701  
David Alpaugh

### Agreement Location

Durham County Detention Center  
219 South Mangum Street  
Durham, North Carolina 27701  
David Alpaugh

### Services to Include: Investigate Trane Chiller-2 M/N: CVHE400 S/N: L13A00119

- Check in with David Alpaugh upon site arrival and prior to beginning work
- **Technician to perform site safety audit**
- Shutdown Chiller-2, perform lockout/tagout of unit
- Drain Chiller
- Recover existing refrigerant charge for reuse if found to be clean or dispose of if contaminated
- Remove suction elbow and vane section
- Protect open parts of chiller from oxidation
- Determine cause of failed vanes
- Provide a quote to repair chiller
- Check out with David Alpaugh upon work completion and prior site departure

### Exclusions / Clarifications:

- This quote does not include any repairs or refrigerant
- This quote does not include reinstalling the suction elbow and vane section
- Provisions and installation of work outside the scope of this quote is not included
- This quote is valid for 30 days and supersedes any previous quote
- All work is quoted during normal business hours (Mon – Fri 8:00am-5:00pm)
- Tax is not included. Any applicable taxes will be applied at invoicing

THIS IS A NOT TO EXCEED PRICE OF .....\$21,147.00

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

### Contractor

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

### Customer

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date                      PO#



## ***Project Agreement Terms and Conditions***

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By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise. Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Agreement Pricing.** In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the contract, as well as during the performance of the contract through no fault of Envirotrol LLC, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the contract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution of the contract.
3. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
4. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
5. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
7. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.

**TERMS AND CONDITIONS CONTINUED.**

8. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
9. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith. The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
10. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
11. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
12. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
13. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
14. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.

Attached for Reference

Envirotrol, LLC  
Contract Amendment

Dated: 03/03/23

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT  
Envirotrol, LLC**

**THIS CONTRACT AMENDMENT** is made and entered into this 3<sup>rd</sup> day of March, 2023 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Envirotrol, LLC** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated August 19, 2021 (subsequent Amendments were entered on July 1, 2022 and October 20, 2022), for the provision of HVAC Maintenance and Repair Services at Various Durham County Facilities, FR# 23-138 (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The compensation paid to Contractor shall be an amount not to exceed \$116,380.00

- Original Contract Amount	\$106,428.00
- Amendment dated 10/20/2022	\$ 4,952.00
- Additional funds	<u>\$ 5,000.00</u>
- Total Funds	\$116,380.00

2. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

3. Except for the changes made herein, the Original Agreement and subsequent Amendments shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Print Name/Title: Motinyo Keambiroiro Director

Print Name/Title: Melissa Johnson General Manager

Date of Signature: 4/19/2023

Date of Signature: 4/19/2023

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 \_\_\_\_\_  
Durham County Chief Financial Officer



### NTE – Service Boilers

**Company**

Envirotrol, LLC  
7311 ACC Blvd.  
Raleigh, NC 27617  
Ph: 984-960-9042

Proposal Date: 3/1/2023  
Proposal Number: P06025

**Bill To Identity**

Durham County - General  
310 South Dillard Street  
Durham, North Carolina 27701  
David Alpaugh

**Agreement Location**

Durham County Detention Center  
219 South Mangum Street  
Durham, North Carolina 27701  
David Alpaugh

**Services to Include:**

This is an NTE quote to service the boilers at the Durham Detention Center.

**Exclusions / Clarifications:**

- Provisions and installation of work outside the scope of this quote is not included
- This quote is valid for 30 days and supersedes any previous quote
- All work is quoted during normal business hours (Mon – Fri 8:00am-5:00pm)
- Tax is not included. Any applicable taxes will be applied at invoicing

OUR PRICE FOR THIS PROPOSAL IS .....\$5,000.00

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#



## ***Project Agreement Terms and Conditions***

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By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise. Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Agreement Pricing.** In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the contract, as well as during the performance of the contract through no fault of Envirotrol LLC, the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the contract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution of the contract.
3. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
4. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
5. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
7. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.



**TERMS AND CONDITIONS CONTINUED.**

8. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
9. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith. The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
10. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
11. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
12. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
13. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
14. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.

Attached for Reference

**ENVIROTROL LLC**

**FY22 Contract Amendment**

Dated 10/20/22

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT  
Envirotrol, LLC**

**THIS CONTRACT AMENDMENT** is made and entered into this 20<sup>th</sup> day of October, 2022 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **Envirotrol, LLC** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated 08/19/21, for the provision of HVAC Equipment Maintenance and repair Services at various Durham County facilities, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through No time increase.
2. The compensation paid to Contractor shall be an amount not to exceed \$111,380.00.

- Original Contract Amount: \$106,428.00
- Additional funding: \$4,952.00
- Total with new funds: \$111,380.00

Increasing the following six (6) lines:

- Line 1: Admin 1 Sherlock 202 - R134A - Replacement of (2) sensors; test and calibrate - \$917.00
- Line 2: Admin 2 - HaloGuard IR - 141-113 - R134A - This quote includes (4) end of line filters and testing of the HaloGuard - \$1,038.00
- Line 3: Courthouse - HaloGuard - 171-113 - R123 - This quote includes (4) end of line filters and testing of the HaloGuard - \$1,038.00
- Line 4: Detention - Trane TruSense - RMWERP - R123 - This quote includes (1) internal filter and testing of the TruSense - \$416.00
- Line 5: HHS - Chillgard LE - A-LE - R134A - This quote includes (4) end of line filters and testing of the Chillgard - \$908.00
- Line 6: Main Library - Sherlock 204 - R134A - This quote includes calibration and testing - \$635.00

3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

DocuSigned by:  
E Dr. Kimberly J. Sowell  
8EBF0A6C1C89469...  
Print Name/Title: Dr. Kimberly J. Sowell, County Manager  
Date of Signature: 11/14/2022

DocuSigned by:  
E Melissa Johnson  
520A196CD1A847E...  
Print Name/Title: Melissa Johnson Melissa Johnson VP/  
Date of Signature: 11/11/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
Susan Tejai  
89F38A960267458...  
**i, Durham County Chief Financial Officer**

## Caruth, Joseph E.

---

**From:** Shea Ball <shea.ball@etrol.net>  
**Sent:** Tuesday, November 8, 2022 11:56 AM  
**To:** Caruth, Joseph E.  
**Cc:** GSContracts  
**Subject:** Re: Updated Quote for Refrigeration Monitoring

Hey Joe,  
The attached quote for \$4,952 is still valid. Please let me know if you have any additional questions.

Thanks,  
Shea Ball  
Operations Manager - Raleigh  
**Envirotrol, LLC**

o:(919) 646-9044 c:(984) 960-9042  
a:[7311 ACC Blvd, Raleigh, NC 27617](http://7311 ACC Blvd, Raleigh, NC 27617)  
w:[www.envirotrol.net](http://www.envirotrol.net)  
e:[shea.ball@etrol.net](mailto:shea.ball@etrol.net)



On Tue, Nov 8, 2022 at 9:22 AM Caruth, Joseph E. <[jcaruth@dconc.gov](mailto:jcaruth@dconc.gov)> wrote:

Good Morning Mr. Bell,

I am a QC & Contracts Specialist for Durham County. Our Purchasing Department is requesting a more current quote from you or a statement saying the previous quote is still valid. This is for Refrigeration Monitor Repairs to several County buildings. I have attached it for reference.

Thanks!

**Joe Caruth** | QC & Contract Specialist, General Services





## Refrigeration Monitor Testing - 2022

### Company

Envirotrol, LLC  
7311 ACC Blvd.  
Raleigh, NC 27617  
Ph: 984-960-9042

Proposal Date: 9/13/2022  
Proposal Number: P05310

### Bill To Identity

Durham County  
3605 Shannon Road  
Durham, NC 27707  
David Alplaugh

### Agreement Location

Durham County  
3605 Shannon Road  
Durham, NC 27707  
David Alplaugh

### Services to Include:

1. **Admin 1** Sherlock 202 - R134A - Replacement of (2) sensors; test and calibrate
2. **Admin 2** - HaloGuard IR - 141-113 - R134A - This quote includes (4) end of line filters and testing of the HaloGuard
3. **Courthouse** - HaloGuard - 171-113 - R123 - This quote includes (4) end of line filters and testing of the HaloGuard
4. **Detention** - Trane TruSense - RMWERP - R123 - This quote includes (1) internal filter and testing of the TruSense
5. **HHS** - Chillgard LE - A-LE - R134A - This quote includes (4) end of line filters and testing of the Chillgard
6. **Main Library** - Sherlock 204 - R134A - This quote includes calibration and testing

### Exclusions / Clarifications:

- Provisions and installation of work outside the scope of this quote is not included
- This quote is valid for 30 days and supersedes any previous quote
- All work is quoted during normal business hours (Mon – Fri 8:00am-5:00pm)
- Tax is not included. Any applicable taxes will be applied at invoicing

**OUR PRICE FOR THIS PROPOSAL IS** ..... **\$4,952.00**  
 Labor.....\$2,517.00  
 Material.....\$2,435.00

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

### Contractor

\_\_\_\_\_  
Signature (Authorized Representative)  
 \_\_\_\_\_  
Name (Print/ Type)  
 \_\_\_\_\_  
Phone  
 \_\_\_\_\_  
Date

### Customer

\_\_\_\_\_  
Signature (Authorized Representative)  
 \_\_\_\_\_  
Name (Print/ Type)  
 \_\_\_\_\_  
Title  
 \_\_\_\_\_  
Date                      PO#

Attached for Reference

Envirotrol, LLC

FY23 Renewal Request

Dated: 07/01/22

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT  
ENVIROTROL, LLC.**

**THIS CONTRACT AMENDMENT** is made and entered into this 1st day of July, 2022 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and ENVIROTROL, LLC. (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated 08/19/21, for the provision of HVAC Maintenance and Repair Services at various Durham County Facilities, (hereinafter the “**Original Agreement**”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through June 30,2023.
2. The compensation paid to Contractor shall be an amount not to exceed \$ 106,428.00.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**CONTRACTOR**

DocuSigned by:  
Dr. Kimberly J. Sowell  
8EBF0A6C1C89469...

DocuSigned by:  
Melissa Johnson  
520A196CD1A847E...

**Print Name/Title:** Dr. Kimberly J. Sowell County Manager

**Print Name/Title:** Melissa Johnson Melissa Johnson VP/GM

**Date of Signature:** 8/12/2022

**Date of Signature:** 8/8/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
Susan Tejai  
89F38A960267458...  
**Durham County Chief Financial Officer**





# Durham County

## *Mechanical Investment Service Proposal*

**Date:**

5/31/2022

**Proposal Number:**

P01162

**Prepared for:**

Durham County

Durham, NC 27701

**Prepared by:**

Shea Ball

984-960-9042

shea.ball@etrol.net





## *Table of Contents*

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Executive Summary

Introduction

Services Provided

Maintenance Agreement





## ***Preface- Executive Summary***

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David Alpaugh

Durham, NC 27701

Dear David Alpaugh;

Thank you for taking the time to meet with Envirotrol, LLC and giving us the opportunity to provide this solution to you.

Envirotrol, LLC, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's operating conditions. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your entire facility. The foundation of our relationships with our partners begins with creating the most positive client experience possible.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to your entire facility.

After careful survey of your systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Envirotrol, LLC

Shea Ball





## ***Introduction***

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### **Service Makes Sense**

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Envirotrol, LLC's approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Envirotrol, LLC is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.





## ***PROGRAM ADMINISTRATION***

This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without staying involved.



### *Our Service*

- Program development
- Professional management and supervision
- Skilled administration and dispatching
- Monitoring program achievement and performance
- Ongoing recommendations and maintenance upgrades

### *Your Benefits*

- Reduced administrative involvement means lower operating costs.
- Receiving regular maintenance reports assures you that your building's system is being properly maintained.



## **MAINTENANCE TASKING SYSTEM**

Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which takes into account variables such as your equipment's operating hours, application, environment and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.



### *Our Service*

- Maintenance tasks based on your operating objectives
- Maintenance tasks based on your equipment needs and operating conditions
- Service frequency and timing by building requirements, type of equipment, and equipment run time
- Exactly the right maintenance, by the right service technician, at the right time

### *Your Benefits*

- Service that meets your business objectives
- Reduces operating costs by optimum labor utilization
- Comprehensive plan for preventive maintenance minimizes breakdown costs and downtime
- Record of preformed proactive and reactive maintenance facilitates monitoring of the program to assure maximum asset utilization
- Reduced administration costs





## ***CUSTOMER SERVICE REVIEW (C.S.R.) PROGRAM***

The (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.



### *Our Service*

- Professional Service Technicians
- Ongoing program administration and monitoring of results
- Verbal and face to face assessments and feedback
- Program adjustments based upon changing business objectives

### *Your Benefits*

- Fast response to a changing business climate
- Open lines of communication
- Continuous improvement programs
- Peace of mind



## **OPERATIONAL TEST AND INSPECT SERVICE**

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful or broken parts.



### *Our Service*

- Operational inspection of all equipment
- Testing of system components
- Identification of worn, doubtful or broken parts
- Professional recommendations for additional maintenance and components and parts replacement

### *Your Benefits*

- Professionally serviced by highly skilled and trained technicians
- Reduced Breakdowns
- Reduced business interruptions
- Reduced operating cost
- Peace of mind







## ***PROFESSIONAL PREVENTIVE MAINTENANCE***

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.



### *Our Service*

- Results oriented level of preventive maintenance
- Refrigeration cycle peak efficiency calibration
- Cleaning, adjustment, lubrication and calibration of all equipment
- Temperature control service
- Operational analysis of the system
- Cleaning of equipment
- Predictive belt replacement

### *Your Benefits*

- Extended system component life reduces operating costs
- Extended asset life reduces overall ownership costs
- Optimum energy consumption reduces operating and production costs
- Reduced system downtime increases productivity
- Maintaining equipment protects the value of your system
- Peace of mind



## **MAINTENANCE SUPPLIES**

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.



### *Our Service*

- Wire nuts, screws, connectors
- Oils and lubricants
- Towels, rags and maintenance absorbents
- Chemicals, etc.
- Cleaning supplies
- Consumables

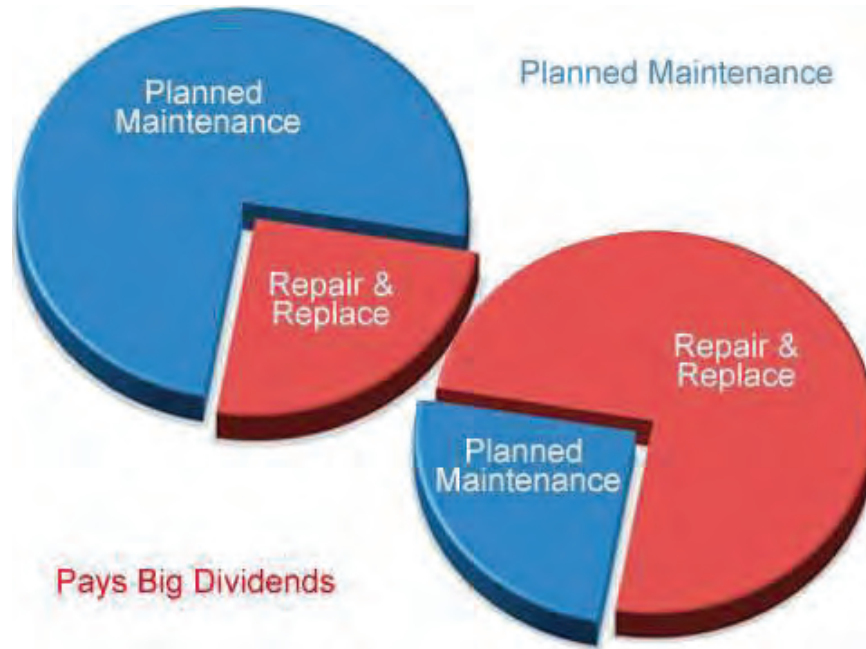
### *Your Benefits*

- No additional charges
- Eliminates inventory costs
- Properly cleaned equipment helps extend equipment life and prevent breakdowns
- Reduces administrative time and cost



## MAINTENANCE

Envirotrol, LLC's preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing a Maintenance Program you can ensure your system operates at optimal efficiency.



### *With Envirotrol, LLC you can expect:*

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented

### *Your Benefits*

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time



## **Tasking**

---

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed.

COOLING TOWER CLEANING: (two per year spring and fall)

### **Facilities to be serviced:**

- Durham County Health and Human Services Building
- Durham County Courthouse
- Durham County Detention Center
- Durham County Administration I Building
- Durham County Administration II Building
- Durham County Main Library

### **Service outline cleaning:**

- Lockout/tagout all components needed to perform work safely
- Drain basin
- Clean basin, fill and panels
- Clean out debris in basin
- Refill basin
- Check and adjust fill if needed
- Check and inspect overall cooling tower condition for issues included but not limited to corrosion, fill condition, belts etc.
- Restart tower and check operation
- Provide report on work performed and any issues found

### **COOLING TOWER SERVICE:**

#### **Comprehensive:**

- Check condition of sump and basin
- Check for proper operation of makeup water controller and adjust as needed
- Disassemble and clean sump level sensor (if applicable)
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill, adjust if needed
- Check for blockage in water distributors
- Check fan mechanical drive system and lubricate per manufacturer's recommendation
- Check belt(s) (if applicable)
- Check and tighten electrical connections
- Check operation of basin heater (if applicable)
- Check tower sump screens
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative





**Operational:**

- Check condition of sump and basin
- Check for proper operation of makeup water controller
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill
- Check for blockage in water distributors
- Check fan mechanical drive system
- Check belt(s) (if applicable)
- Check operation of basin heater (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser pump strainer cleaning:**

- Clean strainer
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**CHILLERS SERVICE:**

**Facilities to be serviced:**

Durham County Court House:

- 2 Centrifugal, Trane

Durham County Detention Center:

- 2 Centrifugal, Trane

Durham County Health and Human Services Building:

- 2 Centrifugal, York

Durham County Administration I:

- 2 Screw (single compressor), Carrier

Durham County Administration II:

- 2 Screw (multi compressor), Dunham-Bush

Durham County Main Library:

- 1 Magnetic bearing Centrifugal (Note Main library chiller is the only magnetic bearing unit and has specific maintenance requirements) Daikin

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled

Admin I

Admin II

Detention Center

Health and Human Services

Main Library





Durham County Court House

-

**Comprehensive:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Record oil level in seal oil bottle (if applicable)
- Change oil filters (isolation valves must be present and functional)
- Change oil eductor filter dryer (isolation valves must be present and functional)
- Lubricate and check capacity control and linkage
- Verify oil heater operation
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Lubricate motor bearings, (if applicable and per manufacturer's recommendations)
- Inspect contactors for wear (if applicable)
- Meg compressor motors and record results (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Operational:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels/charge
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Check capacity control and linkage
- Check for proper oil temperature and pressure
- Lubricate motor bearings (per manufacturer's recommendations)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Record oil level in seal oil bottle
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser tube brushing (one per year):**

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head



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- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Oil sample and analysis:**

- Remove sample in approved container
- Drop off for analysis
- Label and complete paperwork indicating present operating conditions
- Document tasks performed during visit and report any observations to appropriate customer representative

**Main Library:**

- 1 Magnetic bearing Centrifugal

**Comprehensive service:**

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Lubricate and check capacity control and linkage
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Perform VSD coolant change procedures
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity

**Operational:**

- Review control panel for proper operation and recorded fault histories
- Lockout/tagout all components needed to perform work safely
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels
- Check capacity control and linkage
- Inspect for signs of refrigerant leakage
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters

**Condenser tube brushing (one per year):**

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head





- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air Cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled,

**Work Requirements Air Cooled, Annual:**

- Lockout/tagout all components needed to perform work safely
- Leak test unit
- Inspect Capacitors
- Tighten electrical connections
- Check gauges and indicator lights
- Review and evaluate logs
- Inspect and clean starter and contactors
- Clean condensing unit
- Calibrate operating controls
- Check starter wiring and contacts
- Calibrate flow switches
- Lubricate as needed
- Brush condenser tubes
- Remove oil for sample and analysis
- Drain, Remove, replace, refill condenser
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service, note any issues with equipment

**Operational:**

- Report to county rep upon arrival
- Check general machine operation
- Check power and piping
- Check controls
- Check wiring and contacts
- Check gauges and indicators
- Log Chw/brine in temps
- Log Chw/brine out temps
- Log Chw/brine delta p
- Log Chw/brine pump delta p
- Log refrigerant temp
- Log cooler Ltd
- Log oil level and color
- Log condenser air in temp
- Log condenser air out temp







- Log oil differential pressure
- Log motor temps
- Check approached through calculations
- Check electrical components
- Check refrigeration charge
- Lubricate as needed
- Make adjustments as required
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service issues with equipment

**BOILER SERVICE:**

**Facilities to be serviced:**

- Durham County Administration I
- Durham County Administration II
- Durham County Main Library
- Durham County Health and Human Services
- Durham County Detention Center
- Durham County Court House
- Durham County Southwest Regional Library:
- Durham County East Regional Library:
- Durham County South Regional Library:
- Durham County North Regional Library:
- 

Admin I:

Admin II:

Health and Human Services:

Southwest Regional Library:

East Regional Library:

South Regional Library:

North Regional Library:

**Comprehensive:**

- Check igniter for function
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation and check for leakage
- Check combustion blower motor operation and lubricate as needed
- Check gas piping and components for leakage
- Test and verify proper operation of all operating, safety, and limit controls
- Check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control



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- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Operational:**

**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Durham County Court House:**

**Comprehensive:**

- Secure and drain boiler.
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Clean and inspect gauge glass.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s). Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage / jackshaft components.
- Check operation of low water cutoff and feed control(s).
- Document tasks performed during visit and report any observations to a County representative.
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot
- Check boiler relief valves for leakage
- Inspect condensate piping, trap, and drain (if applicable)
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water temperature and pressure
- Check proper operation of make-up water control
- Test and verify proper operation of all operating, safety, and limit controls
- Check overall condition of unit appropriate customer representative
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.





**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Test low water cutoff and exercise pressure relief valve.
- Blow down, test low water cutoff, and feed control(s).
- Check for water, steam, and fuel leaks.
- Check setting and test operating and limit control.
- Blow down water level sight glass and confirm water level.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Durham County Detention Center:**

**- Low pressure steam boilers**

**Comprehensive:**

- Secure and drain boiler
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Inspect gauge glass and replace if necessary.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s) every two years. Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Check steam pressures verify they are within operational parameters.
- Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshift components.
- Check operation of low water cutoff and feed control(s).
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.

**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.



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- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Check steam pressures, verify they are within operational parameters
- Blow down, test low water cutoff and feed control(s).
- Check for water, steam and fuel leaks.
- Check setting and test operating and limit controls.
- Blow down water level sight glass and confirm water level

**Hot Water Boilers Condensing,**

Main Library

Detention Center

**Comprehensive:**

- Secure and drain boiler every two years.
- Check for proper operation of makeup water control
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers, ensure proper operation, lubricate blower motor as needed.
- Clean and adjust or replace ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshaft components.
- Check operation of low water cutoff control
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Inspect condensate piping, trap, and drain
- Lift relief valve to ensure proper operation and leakage.
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check gas piping and components
- Check condensate piping, trap and drain
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative



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**Combustion testing:**

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

**Operational:**

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect boiler burner and controls prior to startup.
- Start burner. Check operating controls.
- Test and verify operation of safety controls, limits controls exercise pressure relief valve and check for leakage.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Test low water cutoff.
- Blow down and verify make up water feed control operation.
- Check for water, and fuel leaks.
- Check setting and test operating and limit control.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check flame quality
- Check condensate piping, trap and drain
- Check hot water temperature and pressure
- Check combustion blower motor operation
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative.

**Court House Water Heaters:**

- Test and verify operation of safety controls, limits controls exercise pressure/temperature relief valve and check for leakage
- Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings
- Check gas piping and components for leakage
- Check unit and piping for leaks
- Remove heat exchanger and check condition (once per year) report any condition issues.
- Check flame quality
- Test and verify proper operation of all operating, safety, and limit controls.
- Check condition of flue/breeching report any condition issues.
- Check power ventilator for function.
- Check thermostat for function adjust if needed.
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative





- a. Service shall be performed four (4) times a year in quarterly increments, first service in July, second service in October, third in January, and fourth in April but no later than June 15th for last service. Services shall be done when weather permits for type of equipment being serviced.
- b. Reference any documents:
  - Equipment model & serial numbers spread sheet.
- c. Access will be provided by a County representative; escort will be provided by same if need. Access to Building Automation System will be provided and operated by a County representative
- d. Work/service will be performed at the following facilities:
  - North Regional Library, 221 Milton Rd, Durham Nc
  - East Regional library, 211 Lick Creek Rd Durham Nc
  - South Regional library, 4505 South Alston Ave. Durham Nc
  - South West Regional Library, 3605 Shannon Rd. Durham Nc
  - Durham County Court House, 510 South Dillard St, Durham Nc
  - Durham County Detention Center, 219 South Mangum St. Durham Nc
  - Durham County Health and Human Services Building, 414 East Main St. Durham Nc
  - Durham County Main Library, 300 North Roxboro St, Durham Nc
  - Administration I, 200 East Main St. Durham Nc
  - Administration II, 201 East Main St. Durham Nc
- e. A report will be provided for each service; this report will include all perinate operational, conditional observations made at the time of service.
- f. Comprehensive equipment report will need to be provided to verify service is complete before invoicing can occur, invoicing should be quarterly and in line with services rendered.



**MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS**

**Company**  
 Envirotrol, LLC  
 7311 ACC Blvd.  
 Raleigh, NC 27617

Proposal Date: 5/31/2022  
 Proposal Number: P01162  
 Agreement Number: 800231

Ph: 984-960-9042      Fax:

<b>Bill To Identity</b>	<b>Agreement Location</b>
Durham County	Durham County
Durham, NC 27701	Durham, NC 27701
Attn: David Alpaugh	Attn: David Alpaugh

Envirotrol, LLC will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Planned Maintenance

Agreement coverage will commence on 7/1/2022.

The Agreement price is \$106,428.00 per year, payable in advanced installments of \$26,607.00 per quarter beginning on the effective date of 7/1/2022 through 6/30/2023.

This Agreement is the property of Envirotrol, LLC and is provided for Customer's use only. Envirotrol, LLC guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Company**

**Customer**

\_\_\_\_\_  
 Signature Sales Consultant

\_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 Accepted for Company by: Signature

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date / Phone / Fax

\_\_\_\_\_  
 Date



## Planned Maintenance Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise. Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
3. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
5. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
6. **Indemnification.**
  - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
  - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.



**TERMS AND CONDITIONS CONTINUED.**

7. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
8. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith. The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
9. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
10. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
11. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
12. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
13. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263

## Attached for Reference

Envirotrol LLC  
FY22 Contract Amendment  
Dated: 03/03/22

**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT  
ENVIROTROL, LLC.**

**THIS CONTRACT AMENDMENT** is made and entered into this 3<sup>rd</sup> day of March, 2022 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **ENVIROTROL, LLC.** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated August 19, 2021, for the provision of HVAC Maintenance and Repair Services at various Durham County Facilities, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement shall hereby remain the same June 30, 2022.
2. Contractor will provide Evaporator Tube Cleaning and Eddy Current Testing for a Detention Center Chiller
3. The compensation paid to Contractor shall increase by \$7,795.00 for a total contract amount not to exceed \$121,123.00.
4. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
5. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

DocuSigned by:  
*Dr. Kimberly J. Sowell* \_\_\_\_\_  
8EBF0A6C1C89469... County Manager

**Claudia Hager, Interim County Manager**

**Date of Signature:** 3/25/2022

**ENVIROTROL, LLC.**

DocuSigned by:  
*Melissa Johnson* \_\_\_\_\_  
520A196CD1A847E... \_\_\_\_\_

**Print Name/Title:** Melissa Johnson Melissa Johnson VP/GM

**Date of Signature:** 3/18/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
*Susan Tejai* \_\_\_\_\_  
89F38A960267458... **i, Durham County Chief Financial Officer**



## Detention Center Chiller 2 Evaporator Tube Cleaning and Eddy Current Testing

**Company**

Envirotrol, LLC  
7311 ACC Blvd.  
Raleigh, NC 27617  
Ph: 984-960-9042

Proposal Date: 2/28/2022  
Proposal Number: P04362

**Bill To Identity**

Durham County Detention Center  
219 South Mangum Street  
Durham, North Carolina 27701  
David Alpaugh

**Agreement Location**

Durham County Detention Center  
219 South Mangum Street  
Durham, North Carolina 27701  
David Alpaugh

**Services to Include:**

- Check in with Dave and security
- Complete safety audit
- Shutdown and lockout Chiller 2
- Isolate and drain evaporator and condenser barrels
- Remove one end on each barrel
- This price includes tube cleaning of the evaporator barrel
- Tube cleaning of condenser barrel will be completed at the same time but the cost is covered under the PM agreement
- Complete Eddy Current test of both barrels
- A preliminary report of our findings and recommendation will be provided prior to our testing partner leaving the site. A final report will be provided electronically within 2-3 days from the date of completion the inspection.
- Close both barrels and refill
- Startup chiller and check for proper operation
- Cleanup work area and check out with Dave

**Exclusions / Clarifications:**

- Provisions and installation of work outside the scope of this quote is not included
- This quote is valid for 30 days and supersedes any previous quote
- All work is quoted during normal business hours (Mon – Fri 8:00am-5:00pm)
- Tax is not included. Any applicable taxes will be applied at invoicing

OUR PRICE FOR THIS PROPOSAL IS .....\$7,795.00

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#

Attached for Reference  
Envirotrol, LLC  
Contract Amendment

Dated: 11/12/21



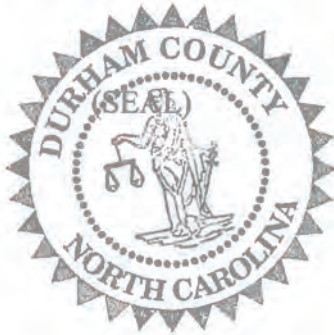
North Carolina  
Durham County

**CERTIFICATION**

I, Monica W. Toomer, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners authorized the Interim County Manager to approve additional funding to provide an emergency repairs/parts line for miscellaneous needed repairs.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 8th day of November 2021.



  
\_\_\_\_\_  
MONICA W. TOOMER  
Clerk to the Board of County Commissioners

**Attachments:**     AAF Supplemental Document - Contract Approval MUA-AHU-DC  
Service Contract Astro Turf Corp, Field Replacement  
Durham County Stadium Proposal Revised 9.23.21  
Executive Summary AstroTurf  
Contract Award Documents  
Astro Turf Contract Renewal

**21-0664**     **Budget Ordinance Amendment No. 22BCC00044 Public Health to recognize an additional \$7,000 in Revenue and to Approve Public Health Fee Schedule Changes**

**Agenda Text:**     The Board is requested to approve Budget Ordinance Amendment No. 22BCC00044 Public Health to recognize \$7,000 in additional revenue and approve Public Health fee schedule changes

The fee schedule changes are needed for Public Health. Fee schedule is located in supplemental documentation.

The Board of Health has approved this amendment.

**Alignment with Strategic Plan:** This grant aligns with Strategic Goal 2: Health and Well-being for All

**Resource Persons:** Rodney Jenkins, MHA, Public Health Director

**County Manager's Recommendation:** The County Manager recommends that the Board approve Budget Ordinance Amendment No. 22BCC00044 Public Health to recognize \$7,000 in additional revenue and to approve Public Health fee schedule changes

**Attachments:**     AAF-44 Legal Form  
PH Fee Schedule Change

**21-0665**     **Contract Approval for HVAC Equipment Maintenance and Repair Services at Various Durham County Facilities.**

**Agenda Text:**     The Board is requested to approve contract amendment with Envirotrol, LLC in the amount of \$10,000.00 for the HVAC Equipment Maintenance and repair services at various Durham County facilities (FR# 22-422). The additional costs entail \$10,000.00 for an emergency repairs/parts line to the existing contract of \$103,000. The service contractor provides yearly preventive maintenance and inspection services. These services are broken up into four quarterly services, three operational and one comprehensive for major HVAC equipment at Main Library, Health and Human Services, Court House, Detention Center, four regional Libraries, Admin's I and II. During these service rotations, as needed repairs that are not included in the base contract are sometimes found, or an emergency repair is needed. **It is also requested that the County Manager be given the authority to execute future**

amendments, as long as funding is available in the contracted services budget. The contract increase will be funded using existing, budget dollars.

In review of the MWBE compliance for RFP 21-041 HVAC Equipment Maintenance and Repairs at Various Durham County Facilities, there were no MWBE participation goals achieved on this project

**Alignment with Strategic Plan:** This project aligns with Goal 5- Accountable, Efficient and Visionary Government to provide comprehensive maintenance for Durham County Facilities, to identify operational issues and rectify them in order to provide efficient operation and prolong operational life of the equipment.

**Resource Persons:** Motiryo Keambiroiro, Director General Services, Shawn Swiatocha, Assistant Director General Services, David Alpaugh Project Facilitator, General Services.

**County Manager's Recommendation:** The County Manager recommends that the Board authorize the County manager to approve the additional funds to provide an emergency repairs/parts line for miscellaneous needed repairs.

**Attachments:**

FR 22-422 Envirotrol, LLC.

AAF Supplemental Document - Repairs-part line

MWBE Compliance Review Form-AAF for 21-041 RFP 070821

**21-0689**

**Salary of the Sheriff for the Election Filing**

**Agenda Text:**

The Board is requested to set the salary for filing purposes at \$132,702 and assess and set the salary of the sheriff when the new or incumbent Sheriff takes office after the election.

The current annual salary of the incumbent Sheriff is \$164,017. This amount recognizes his previous education, experience, and performance with Durham County Government. The average minimum starting salary for a sheriff in our labor market is \$132,702. This presents an opportunity for the Board to reduce the filing fee on a salary level that is less than that of the incumbent Sheriff. This would have no impact on the incumbent Sheriff and will still allow the Board to set the salary of a newly elected sheriff in accordance with his/her qualifications.

**Alignment with Strategic Plan:** The election of a Sheriff will align with Goal 3 to provide a safe and secure community.

**Resource Persons:** Kathy Everett-Perry, CHRO/Chief Employment Counsel and Derek Bowens, Director of Elections

**County Manager's Recommendation:** The County Manager recommends that the Board set the salary for filing purposes at \$132,702 and assess and set the salary



**NORTH CAROLINA  
DURHAM COUNTY**

**CONTRACT AMENDMENT  
ENVIROTROL, LLC.**

**THIS CONTRACT AMENDMENT** is made and entered into this 12<sup>th</sup> day of November, 2021 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “**County**”) and **ENVIROTROL, LLC.** (hereinafter referred to as “**Contractor**”).

**WITNESSETH:**

THAT WHEREAS, the County and Contractor entered into a contract dated August 19, 2021, for the provision of HVAC Maintenance and Repair Services at various Durham County Facilities, (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through (No extension) .
2. The compensation paid to Contractor shall be an amount not to exceed \$113,328.00.
  - Original contract amount: \$103,328.00
  - Added funds (emergency funds line): \$10,000.00
  - New contract amount: \$113,328.00
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

DocuSigned by:  
*Claudia O. Hager*  
2B24CE2253F7468...

**Claudia Hager, Interim County Manager**

**Date of Signature:** 12/4/2021

**ENVIROTROL, LLC.**

DocuSigned by:  
*Janet Emmert*  
C2E67805424B470...

**Print Name/Title:** Janet Emmert General Manager

**Date of Signature:** 11/29/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
*Susan Tezai*  
89F38A960267458...i, **Durham County Chief Financial Officer**

Attached for Reference

Envirotrol, LLC.  
Initial Contract  
Dated 08/19/21



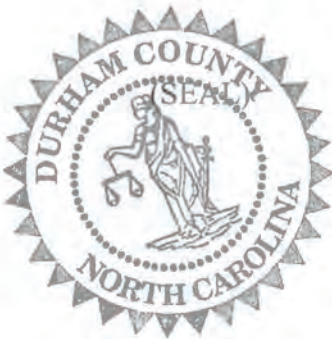
North Carolina  
Durham County

**CERTIFICATION**

I, Monica W. Toomer, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners authorized the Interim County Manager to execute the proposed contract with Envirotrol in the amount of \$103,328.00 to provide quarterly HVAC services at various County facilities.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 9th day of 2021.



  
\_\_\_\_\_  
MONICA W. TOOMER  
Clerk to the Board of County Commissioners

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT  
ENVIROTROL, LLC**

**THIS CONTRACT** is made, and entered into this the 19<sup>th</sup> day of August 2021, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and **ENVIROTROL, LLC.**, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** **CONTRACTOR** hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in RFP No. 21-025 and “Attachment 1” (hereinafter collectively referred to as “**Services**”). Attachment 1 is hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The **COUNTY** will perform on-going contract monitoring to ensure that the terms of this contract are complied with. **CONTRACTOR** agrees to cooperate with the **COUNTY** in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by **CONTRACTOR**.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **August 19, 2021**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from August 19, 2021 to June 30, 2022 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.** **CONTRACTOR** shall receive from **COUNTY** an amount not to exceed **One Hundred Three Thousand, Three Hundred Twenty-Eight Dollars & 00/100 (\$103,328.00)** as full compensation for the provision of **Services**. **COUNTY** agrees to pay **CONTRACTOR** at the rates specified for **Services** performed to the satisfaction of the **COUNTY**, in accordance with this contract, and Attachment 1. Unless otherwise specified, **CONTRACTOR** shall submit an itemized invoice to **COUNTY** by the end of the month during which **Services** are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**.

- 4. INDEPENDENT CONTRACTOR.** **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR**’s duties under this Contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR**’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**CONTRACTOR**, as an independent contractor, shall perform the **Services** required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** **CONTRACTOR** acknowledges and agrees that, in the course of its engagement with **COUNTY**, **CONTRACTOR** or its licensors,

subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**5.1 DEFINITIONS.** As used in this Contract, the following terms shall have the meanings set forth below:

**Confidential Information.** The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
  1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
  2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
  3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
  4. Citizen or employee social security numbers collected by the COUNTY.
  5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic

security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

**Personal Identifiable Information.** The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

**5.2 RESTRICTIONS.** CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the

demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

**5.3 EXCEPTIONS.** The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

**5.4 REMEDIES.** CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

**5.5 DATA SECURITY.** The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

**5.6 TRAINING AND NON-DISCLOSURE.** Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

**6. INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract.

**7. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR’s insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

**7.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

**7.2 Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**7.3 Worker’s Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions.



Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

**8. TERMINATION.**

**8.1 EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**8.2 TERMINATION FOR CONVENIENCE.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 8.1 or 8.2, shall not form the basis of any claim for loss of anticipated profits by either party.

**9. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

**10. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

**11. COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**12. HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

**13. NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

**14. EMPLOYMENT ADVERTISING REQUIREMENTS.** CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham’s Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR’S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

**15. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

**16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the COUNTY against any associated 4980H penalties. Please complete Exhibit A and return with this contract.

**17. SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of

contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

**18. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

**19. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

- 20. **EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 21. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
- 22. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 23. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM  
ATTN: GENERAL SERVICES  
310 SOUTH DILLARD STREET  
DURHAM, NORTH CAROLINA 27701**

**ENVIROTROL, LLC  
ATTN: JANET EMMERT  
7311 ACC BLVD  
RALEIGH, NORTH CAROLINA 27617**

- 24. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 25. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.
- 26. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
- 27. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.
- 28. **ENTIRE CONTRACT.** This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior

understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

**COUNTY OF DURHAM**

DocuSigned by:  
*Claudia O. Hager*  
2B24CE2253F7468... County Manager

Date of Signature: 9/22/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:  
*Susan Tejai*  
89F38A960267458...i, Durham County Chief Financial Officer

**ENVIRONMENTAL LLC**

DocuSigned by:  
*Janet Emmert*  
C2E67805424B470...

Print Name/Title: Janet Emmert General Manager

Date of Signature: 9/17/2021

ATTACHMENTS to follow

## HVAC Equipment Maintenance and Repair Services at Various Facilities

### SCOPE OF SERVICES

#### RFP No. 21-041

This Scope of Services will become an integral part of the contract between the County of Durham and the Contractor. The Contractor hereby agrees to provide services and/or materials to the County pursuant to the provisions set forth below.

- 1.0 **PURPOSE:** The purpose and intent of the Request for Proposals (RFP) is to solicit pricing from qualified firms to provide quarterly HVAC preventative maintenance services and as needed repairs at various Durham County facilities.
- 2.0 **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the County's Designated Representative for review and payment approval.
- 3.0 **TERMS OF CONTRACT:** The initial term of the contract will be from **Date of Award** through **June 30, 2022** with the option to renew four (4) additional years.
- 4.0 **CANCELLATION OF CONTRACT:** The County of Durham reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.
- 5.0 **COUNTY DESIGNATED REPRESENTATIVE:** David J Alpaugh, 919-560-7331 (office), 919-309-6480 (cell), [dalpaugh@dconc.gov](mailto:dalpaugh@dconc.gov) (email)
- 6.0 **BACKGROUND:** The County maintains approximately 1.9 million square feet of facilities; equipment must be maintained at high standards to ensure proper operation and meet manufactures warranties. Equipment must be serviced at regular intervals in order to maintain both operational efficiency but also to minimize down time due to failure. A comprehensive quarterly maintenance/service agreement will verify operation at specific intervals, identify operational issues that need remedied, and prolong the service life of the equipment.
- 7.0 **WORK REQUIREMENTS:**
  - a. Task requirement – Provide quarterly services for chillers, boilers, cooling towers, and water heaters. Services will include one (1) comprehensive and three (3) operational services. Service shall be specific to the equipment manufacture, model, and type, and at minimum shall meet all manufacture requirements and specifications. Service outlines below are for reference only. Actual service may vary for specific equipment. It shall be the contractor's responsibility to verify service is appropriate for specific equipment. (Model and serial numbers provided in the attached spread sheet shall be verified by contractor during walk

through.) A comprehensive report of each service, inclusive of findings, is required to be provided by the contractor for County records.

As needed repairs outside of routine maintenance shall be addressed as follows: The contractor shall provide a standard hourly rate (inclusive of profit and overhead) for repair technicians in the event that repairs outside of the Scope of Services need to be made. A contingency line item for such repairs will be added to the awarded contractor's contract, which will be billed against using the contractor's provided standard rate. Repairs outside of this service agreement will need the approval of a County representative before proceeding.

**COOLING TOWER CLEANING:** (two per year spring and fall)

Facilities to be serviced:

- Durham County Health and Human Services Building
- Durham County Courthouse
- Durham County Detention Center
- Durham County Administration I Building
- Durham County Administration II Building
- Durham County Main Library

Service outline cleaning:

- Lockout/tagout all components needed to perform work safely
- Drain basin
- Clean basin, fill and panels
- Clean out debris in basin
- Refill basin
- Check and adjust fill if needed
- Check and inspect overall cooling tower condition for issues included but not limited to corrosion, fill condition, belts etc.
- Restart tower and check operation
- Provide report on work performed and any issues found

**COOLING TOWER SERVICE:**

Comprehensive:

- Check condition of sump and basin
- Check for proper operation of makeup water controller and adjust as needed
- Disassemble and clean sump level sensor (if applicable)
- Check for proper condenser water temperature control (if applicable)

- Check operation of bypass valve (if applicable)
- Check condition of tower fill, adjust if needed
- Check for blockage in water distributors
- Check fan mechanical drive system and lubricate per manufacturer's recommendation
- Check belt(s) (if applicable)
- Check and tighten electrical connections
- Check operation of basin heater (if applicable)
- Check tower sump screens
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational:

- Check condition of sump and basin
- Check for proper operation of makeup water controller
- Check for proper condenser water temperature control (if applicable)
- Check operation of bypass valve (if applicable)
- Check condition of tower fill
- Check for blockage in water distributors
- Check fan mechanical drive system
- Check belt(s) (if applicable)
- Check operation of basin heater (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser pump strainer cleaning:

- Clean strainer
  - Remove and dispose any debris from any maintenance activity
  - Document tasks performed during visit and report any observations to appropriate customer representative
-



**CHILLERS SERVICE:**

Facilities to be serviced:

Durham County Court House:

- 2 Centrifugal, Trane

Durham County Detention Center:

- 2 Centrifugal, Trane

Durham County Health and Human Services Building:

- 2 Centrifugal, York

Durham County Administration I:

- 2 Screw (single compressor), Carrier

Durham County Administration II:

- 2 Screw (multi compressor), Dunham-Bush

Durham County Main Library:

- 1 Magnetic bearing Centrifugal (Note Main library chiller is the only magnetic bearing unit and has specific maintenance requirements) Daikin

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled

Admin I

Admin II

Detention Center

Health and Human Services

Main Library

Durham County Court House

-

Comprehensive:

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Record oil level in seal oil bottle (if applicable)
- Change oil filters (isolation valves must be present and functional)
- Change oil eductor filter dryer (isolation valves must be present and functional)
- Lubricate and check capacity control and linkage
- Verify oil heater operation
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Lubricate motor bearings, (if applicable and per manufacturer's recommendations)

- Inspect contactors for wear (if applicable)
- Meg compressor motors and record results (if applicable)
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational:

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels/charge
- Check compressor oil level(s)
- Check oil separator level (if applicable)
- Check capacity control and linkage
- Check for proper oil temperature and pressure
- Lubricate motor bearings (per manufacturer's recommendations)
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Check overall condition of unit
- Record oil level in seal oil bottle
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser tube brushing (one per year):

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Oil sample and analysis:

- Remove sample in approved container
- Drop off for analysis
- Label and complete paperwork indicating present operating conditions
- Document tasks performed during visit and report any observations to appropriate customer representative

Main Library:

- 1 Magnetic bearing Centrifugal

Comprehensive service:

- Lockout/tagout all components needed to perform work safely
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Lubricate and check capacity control and linkage
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Perform VSD coolant change procedures
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity

Operational:

- Review control panel for proper operation and recorded fault histories
- Lockout/tagout all components needed to perform work safely
- Check for proper condenser and chilled water flow
- Check system pressures and temperatures
- Check refrigerant levels
- Check capacity control and linkage
- Inspect for signs of refrigerant leakage
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters

Condenser tube brushing (one per year):

- Lockout/tagout all components needed to perform work safely
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Durham County North Regional Library:

- Carrier, Air Cooled

Durham County East Regional Library:

- Carrier, Air Cooled

Durham County South Regional Library:

- Carrier, Air Cooled

Durham County Southwest Regional Library:

- Trane, Air Cooled,

Work Requirements Air Cooled, Annual:

- Lockout/tagout all components needed to perform work safely
- Leak test unit
- Inspect Capacitors
- Tighten electrical connections
- Check gauges and indicator lights
- Review and evaluate logs
- Inspect and clean starter and contactors
- Clean condensing unit
- Calibrate operating controls
- Check starter wiring and contacts
- Calibrate flow switches
- Lubricate as needed
- Brush condenser tubes
- Remove oil for sample and analysis
- Drain, Remove, replace, refill condenser
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service, note any issues with equipment

Operational:

- Report to county rep upon arrival
- Check general machine operation
- Check power and piping
- Check controls
- Check wiring and contacts
- Check gauges and indicators
- Log Chw/brine in temps
- Log Chw/brine out temps
- Log Chw/brine delta p
- Log Chw/brine pump delta p
- Log refrigerant temp
- Log cooler Ltd
- Log oil level and color
- Log condenser air in temp
- Log condenser air out temp
- Log oil differential pressure
- Log motor temps
- Check approached through calculations
- Check electrical components
- Check refrigeration charge
- Lubricate as needed
- Make adjustments as required
- Clean equipment and surrounding area at the completion of work
- Supply written documentation of service issues with equipment

**BOILER SERVICE:**

Facilities to be serviced:

- Durham County Administration I
- Durham County Administration II
- Durham County Main Library
- Durham County Health and Human Services
- Durham County Detention Center
- Durham County Court House
- Durham County Southwest Regional Library:
- Durham County East Regional Library:
- Durham County South Regional Library:
- Durham County North Regional Library:
- 

Admin I:

Admin II:

Health and Human Services:

Southwest Regional Library:

East Regional Library:

South Regional Library:

North Regional Library:

Comprehensive:

- Check igniter for function
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation and check for leakage
- Check combustion blower motor operation and lubricate as needed
- Check gas piping and components for leakage
- Test and verify proper operation of all operating, safety, and limit controls
- Check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational:

- Document tasks performed during visit and report any observations to a County representative.
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot
- Check boiler relief valves for leakage
- Inspect condensate piping, trap, and drain (if applicable)
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water temperature and pressure
- Check proper operation of make-up water control
- Test and verify proper operation of all operating, safety, and limit controls
- Check overall condition of unit appropriate customer representative

Combustion testing:

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

Durham County Court House:

Comprehensive:

- Secure and drain boiler.
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Clean and inspect gauge glass.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s). Check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage / jackshaft components.
- Check operation of low water cutoff and feed control(s).

- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.

Combustion testing:

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

Operational:

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Test low water cutoff and exercise pressure relief valve.
- Blow down, test low water cutoff, and feed control(s).
- Check for water, steam, and fuel leaks.
- Check setting and test operating and limit control.
- Blow down water level sight glass and confirm water level.
- Visually inspect condition of safety relief valves for tampering and leakage.

Durham County Detention Center:

Comprehensive:

- Low pressure steam boilers
- Secure and drain boiler
- Open fireside and waterside for cleaning and inspection.
- Inspect refractory.
- Inspect gauge glass and replace if necessary.
- Clean fire inspection glass.
- Disassemble, clean, and inspect low water cutoff control(s) every two years. check annually.
- Reassemble boiler and low water cutoff control(s) with new gaskets.
- Clean fuel nozzles or gas burner tubes.
- Check steam pressures verify they are within operational parameters. Check combustion blower operation, clean fan, and air dampers.
- Lubricate combustion blower motor bearings.
- Clean and adjust ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshift components.
- Check operation of low water cutoff and feed control(s).

- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Visually inspect condition of safety relief valves for tampering and leakage.

Combustion testing:

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

Operational:

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect burner boiler and controls prior to startup.
- Start burner. Check operating controls.
- Test pressure relief valve.
- Test and verify proper operation of all operating, safety, and limit controls.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage
- Check steam pressures, verify they are within operational parameters
- Blow down, test low water cutoff and feed control(s).
- Check for water, steam and fuel leaks.
- Check setting and test operating and limit controls.
- Blow down water level sight glass and confirm water level

Hot Water Boilers Condensing.

Main Library

Detention Center

Comprehensive:

- Secure and drain boiler every two years.
- Check for proper operation of makeup water control
- Clean fuel nozzles or gas burner tubes.
- Clean combustion blower fan wheel and air dampers, ensure proper operation, lubricate blower motor as needed.
- Clean and adjust or replace ignition electrodes.
- Inspect, lubricate, and tighten all linkage/jackshaft components.
- Check operation of low water cutoff control
- Check and verify settings of operational controls.
- Test and verify proper operation of all operating, safety, and limit controls.
- Inspect condensate piping, trap, and drain
- Lift relief valve to ensure proper operation and leakage.
- Check and tighten electrical connections
- Check for proper gas supply pressure



- Check and clean pilot assembly
- Visually inspect combustion chamber, draft diverter, and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check gas piping and components
- Check condensate piping, trap and drain
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Combustion testing:

- Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub>, CO, EFF, and NO<sub>x</sub>.
- Adjust burner controls as required to obtain proper combustion.
- Check burner and / or boiler for proper gas input by clocking flow meter where applicable.
- Check operation and calibration of operating controls and safety devices.

Operational:

- Review manufacturer's recommendations for the boiler and burner startup.
- Check auxiliary equipment operation.
- Inspect boiler burner and controls prior to startup.
- Start burner. Check operating controls.
- Test and verify operation of safety controls, limits controls exercise pressure relief valve and check for leakage.
- Perform combustion tests and adjust burner for maximum efficiency.
- Log all operating conditions.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Test low water cutoff.
- Blow down and verify make up water feed control operation.
- Check for water, and fuel leaks.
- Check setting and test operating and limit control.
- Visually inspect condition of safety relief valves for tampering and leakage.
- Check for proper operation of low and high gas pressure cut-out switches
- Check gas piping and components for leakage
- Check flame quality
- Check condensate piping, trap and drain
- Check hot water temperature and pressure
- Check combustion blower motor operation
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative.

**Court House Water Heaters:**

- Test and verify operation of safety controls, limits controls exercise pressure/temperature relief valve and check for leakage
  - Check combustion blower operation, clean fan, and air dampers.
  - Lubricate combustion blower motor bearings
  - Check gas piping and components for leakage
  - Check unit and piping for leaks
  - Remove heat exchanger and check condition (once per year) report any condition issues.
  - Check flame quality
  - Test and verify proper operation of all operating, safety, and limit controls.
  - Check condition of flue/breeching report any condition issues.
  - Check power ventilator for function.
  - Check thermostat for function adjust if needed.
  - Check overall condition of unit
  - Document tasks performed during visit and report any observations to appropriate customer representative
- a. Service shall be performed four (4) times a year in quarterly increments, first service in July, second service in October, third in January, and fourth in April but no later than June 15<sup>th</sup> for last service. Services shall be done when weather permits for type of equipment being serviced.
- b. Reference any documents:
- Equipment model & serial numbers spread sheet.
- c. Access will be provided by a County representative; escort will be provided by same if need. Access to Building Automation System will be provided and operated by a County representative
- d. Work/service will be performed at the following facilities:
- North Regional Library, 221 Milton Rd, Durham Nc
  - East Regional library, 211 Lick Creek Rd Durham Nc
  - South Regional library, 4505 South Alston Ave. Durham Nc
  - South West Regional Library, 3605 Shannon Rd. Durham Nc
  - Durham County Court House, 510 South Dillard St, Durham Nc
  - Durham County Detention Center, 219 South Mangum St. Durham Nc
  - Durham County Health and Human Services Building, 414 East Main St. Durham Nc
  - Durham County Main Library, 300 North Roxboro St, Durham Nc
  - Administration I, 200 East Main St. Durham Nc
  - Administration II, 201 East Main St. Durham Nc
- e. A report will be provided for each service; this report will include all perinate operational, conditional observations made at the time of service.

f. Comprehensive equipment report will need to be provided to verify service is complete before invoicing can occur, invoicing should be quarterly and in line with services rendered.

- **DETENTION CENTER SPECIFIC:**

- The Sheriff's department may require background checks of contractor staff working at the facility if staff enter secure areas. If required, information shall be provided to the Sheriff's department before work can commence. Any person failing background checks may not be allowed on property during the installation process

- Escort will be provided to access secure areas.

- Tools will need to be inventoried when entering and exiting the facility if brought in daily. The contractor can provide a lockable storage container to store tools at the end of each day. If this is provided tools will need to be inventoried at the beginning and end of the project. Any new tools will need to be added to the inventory list, tools removed will be signed off as no longer on site, if tool is brought back to site it must be added to inventory list. Tool lists will be specific to the staff/owner utilizing them, these lists will be kept by a County representative. The contractor is responsible for keeping tools secure from access to inmate population, if a tool is found missing it must be reported immediately to a County representative. Staff will remain on site until tool or tools are found, any cost associated with the search for missing tools will be the responsibility of the contractor to pay.

- Contact with the inmate population that affects the security of the facility is strictly forbidden, contact initiated by the contractor's staff may result in the staff member being asked to leave the facility, re-entry may be denied. If an inmate initiates, contact it must be reported to a County representative

- **PANDEMIC SPECIFIC IF NEEDED:**

- The contractor will be required to go through screening, this screening is required due to the Novel Coronavirus more commonly known as Covoid-19. Any staff that fails this screening will be denied entry. Screening may be required each time staff enter the facility.

- All contractor staff must wear masks while inside the facility and where social distancing is not possible.

8.0 **SCHEDULES/TIMELINES:** Services shall be scheduled four times per year for equipment listed. Cooling towers will be cleaned twice per year. All work will be completed during normal business hours, 7:30am to 4:30pm. Shut down of equipment, when needed for service, shall be coordinated with the county representative. Notification of equipment service should be given at least one week prior to commencement to provide sufficient time to coordinate with the respective facility occupants and County staff.

<b>BUILDING</b>	<b>TYPE OF EQUIPMNET</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>
ADMIN I	BOILER	CHN1262	2019 119149785
ADMIN I	BOLIER	CHN1262	2019 119149786
ADMIN I	CHILLER	30HXC161RZE671KA	4511Q19648
ADMIN I	CHILLER	30HXC161RZE671KA	45111Q19654
ADMIN I	COOLING TOWER	AV64051G AV- 10045052-A1	
ADMIN II	BOILER	C-2000H	H807-17-13287
ADMIN II	BOILER	C-2000H	H807-17-13286
ADMIN II	CHILLER	WCFX 24TARJBR5CR	2B72100068
ADMIN II	CHILLER	WCFX 24TARJBR5CR	2B72100069
ADMIN II	COOLING TOWER	LSTE-5512	16-802615
ADMIN II	COOLING TOWER	LSTE-5512	16-802614
COURT HOUSE	BOILER B-1 BURNER	CM9A-G-30	121039766
COURT HOUSE	BOILER B-1	W7-X-1500	16927
COURT HOUSE	BOILER B-2 BURNER	CM9A-G-30	121039767
COURT HOUSE	BOILER B-2	W7-X-1500	16928
COURT HOUSE	CHILLER 1	CVHF770	L11A00339
COURT HOUSE	CHILLER 2	CVHF770	L11A00338
COURT HOUSE	COOLING TOWER	NC8411RLN	
COURT HOUSE	COOLING TOWER	NC8411RLN	
DETENTION CENTER	BOILER B-1	4-5-1276 (4-5-1276L-GR)	12023
DETENTION CENTER	BOILER B-1 BURNER	LCN021/36	01025
DETENTION CENTER	BOILER B-2	4-5-1276 (4-5-1276L-GP)	12024
DETENTION CENTER	BOILER B-2 BURNER	LCN021/36	01026
DETENTION CENTER	CAMUS RE-HEAT	DRNH-2000-MSI	041317170
DETENTION CENTER	CAMUS RE-HEAT	DRNH-2000-MSI	041317171
DETENTION CENTER	CAMUS DOM HOT WATER	DRNW-1000-MSI	041317169
DETENTION CENTER	ARCO DOM HOT WATER	AM 1000B0 HVX	15320018
DETENTION CENTER	CHILLER #2	CVHE400	L13A00119
DETENTION CENTER	CHILLER #1	CVHE400	L13A00120
DETENTION CENTER	COOLING TOWER	3272C-2	U134841801-01-01
DETENTION CENTER	COOLING TOWER	3272C-2	ONLY ONE EQ TAG
HEALTH & HUMAN SERVICES	BOILER	KN-20	KN-H-NET-M09N-3579
HEALTH & HUMAN SERVICES	BOLIER	KN-20	KN-H-NET-M09N-3574
HEALTH & HUMAN SERVICES	BOLIER	KN-20	KN-H-NET-M09N-3569
HEALTH & HUMAN SERVICES	BOILER	KN-20	KN-H-NET-M09N-3597
HEALTH & HUMAN SERVICES	CHILLER	YKDRDRQ4-CMGS	SVNM-454960
HEALTH & HUMAN SERVICES	CHILLER	YKDRDRQ4-CMGS	SVNM-455100
HEALTH & HUMAN SERVICES	COOLING TOWER #1	NONE	10007413-A1-NC8304FCG-09
HEALTH & HUMAN SERVICES	COOLING TOWER #2	NONE	10007413-A2-NC8304FCG-09
MAIN LIBRARY	BOILER B-1	FBN1751	1835 111641321
MAIN LIBRARY	BOILER B-2	FBN1751	1833 111498444
MAIN LIBRARY	CHILLER	WMC048DDSNA	STNU180600075
MAIN LIBRARY	COOLING TOWER	UT 19-4J14	18-835994
NORTH REG LIBRARY	CHILLER AIR COOLED	CARRIER 30GXN083-E-661FZ	2105F15422
EAST REG LIBRARY	CHILLER AIR COOLED	CARRIER 30GXN083-E-661FZ	1605F12965
SOUTH REG LIBRARY	CHILLER AIR COOLED	CARRIER 30XAA0806T-08J7C	3409Q91138
SOUTHWEST REG LIBRARY	CHILLER AIR COOLED	TRANE RATC 1704 UROH UAFN N1TX 1DDL NN0E N11B R0EX N	U09G05101
NORTH REG LIBRARY	BOILER	LOCHIVAR CHN1441	D05H00175501
EAST REG LIBRARY	BOILER	LOCHIVAR CHN1441	C05H00175049
SOUTH REG LIBRARY	BOILER	RAYPAK H9-1532B	0905295853
SOUTHWEST REG LIBRARY	BOILER	RAYPAK H9-2072BE	0906297886

NOTE: The contractor is responsible for verifying all model an serial numbers, this can be accomplished during the walk through



**ATTACHMENT**

**MWBE Compliance Review Form - Agenda Action Form (AAF)**

**Department:** General Services

**Project Name:** HVAC Equipment Maintenance and Repairs at Various DCo Facilities

Durham County hereby establishes the following aspirational goals, which may be adjusted from time to time as deemed necessary by the County Manager or designee.

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % <i>(Median Availability)</i>
Black American	14.6	9.8	10.9	2.8	<b>10.4%</b>
Asian American	1.3	3.0	1.1	.43	<b>1.3%</b>
Hispanic American	4.2	1.8	1.1	.43	<b>1.5%</b>
American Indian	.65	.75	1.0	.5	<b>.70%</b>
White Female	13.8	11.0	9.5	7.1	<b>10.3%</b>
<b>Overall MWBE Participation Goal =</b>					<b>25.0%</b>

Comments (To be completed by Purchasing):

In review of the MWBE compliance for RFP 21-041 HVAC Equipment Maintenance and Repairs at Various Durham County Facilities, there were no MWBE participation goals achieved on this project.

MWBE Compliance reviewed by the Durham County MWBE Management Team:

*Rick Greene*  
Rick Greene, Asst. Procurement Manager

7/8/21  
Date

Attachment A



**PROPOSAL FORM**

• **RFP No. 21-041**

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the County of Durham.

**TOTAL PROPOSED COST**

**\$ 103,328.00**

One Hundred Three Thousand Three Hundred Twenty-Eight Dollars

*(Total Proposed Cost in Writing)*

**The above Total Proposed Cost should be based on being awarded the entire project.**

**Hourly Rate Charge for repair services outside of quarterly preventative maintenance**

**\$ 133.00 /Hour**

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: 5/24/2021

Authorized Signature:

Janet Emmert

Janet Emmert

Name

Branch Manager

Title

Envirotrol, LLC

Firm Name

**DURHAM COUNTY  
NORTH CAROLINA**



**REQUEST FOR PROPOSALS**

**RFP No. 21-041**

**HVAC Equipment Maintenance and Repair Services at Various DCo Facilities**

**Proposals Due: May 25, 2021  
2:00 P.M., Eastern Time**

**HVAC Equipment Maintenance and Repair Services at Various DCo Facilities**

**RFP No. 21-041**

**PROPOSAL SCHEDULE**

**(Note: The below dates are subject to change)**

Advertisement Date	April 30, 2021
Site Visit	May 7, 2021 (9:00 A.M., - 4:00 P.M., Eastern Time) (Instructions to Proposers, Item 4 has additional information regarding the Site Visit)
Last Question Date	May 14, 2021 at 3:00 P.M., Eastern Time
Proposal Due Date	May 25, 2021 at 2:00 P.M. Eastern Time





**REQUEST FOR PROPOSALS**

**HVAC Equipment Quarterly Preventative Maintenance Services at  
Various Durham County Buildings**

**RFP No. 21-041**

**ISSUE DATE:** April 30, 2021

**ISSUING DEPARTMENT:** County of Durham Purchasing Division of Finance  
7th Floor / 201 East Main Street  
Durham, NC 27701

Proposals will be received until 2:00 P.M., Eastern Time on **May 25, 2021**. The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide HVAC Services for Durham County Health and Human Services Building, Admin I and II Buildings, Main Library, Durham County Court House, Durham County Detention Center, North Regional Library, East Regional Library, South Regional Library, and Southwest Regional Library.

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

**Hilda W. Williams, Senior Procurement Specialist**  
**Purchasing Division of Finance**  
**Email: [purchasinggroup@dconc.gov](mailto:purchasinggroup@dconc.gov)**  
**Telephone: (919) 560-0054**

Proposals shall be mailed, or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Purchasing Division by the designated date and hour indicated above.

In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

(Name Typed/Printed)

\_\_\_\_\_

(Signature in Ink)

Phone: \_\_\_\_\_



## **LEGAL NOTICE**

### **HVAC Equipment Maintenance and Repair Services at Various DCo Facilities**

#### **REQUEST FOR PROPOSALS**

**RFP No. 21-041**

The County of Durham will receive proposals for HVAC systems quarterly maintenance and as needed repair services on May 25, 2021 at 2:00 P.M., Eastern Time, in the Durham County Purchasing Division of Finance, 201 East Main Street, 7th Floor, Durham, North Carolina 27701. **No proposals will be accepted after the official time and date.**

An electronic copy of this Request for Proposal (RFP) can be obtained from Durham County's eBid System located under Bid Opportunities at

<https://www.dconc.gov/county-departments/departments-f-z/finance/bid-opportunities>

Proposers can download a copy of the solicitation and all addenda without registering in the system. However, in order to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid system.

The County reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the County.

Publication Date: April 30, 2021