

JAMES H. TIGER MORTON JUVENILE CENTER

ARFQ 0608 DCR240000002 - EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIRS CONTRACT PRICING PAGE

Preventative Maintenance Equipment and Systems	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Year	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Extended Amount
Equipment and Systems	Bi-Annual	2	118	118

Subtotal A: 118

Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours *	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount
Regular Labor Rate	Hour	100	118	118
Overtime Labor Rate	Hour	16	118	118
Holiday Labor Rate	Hour	8	118	118
Emergency Labor Rate	Hour	8	118	118

Subtotal B: 118

New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	New Equipment, Devices, and Parts Markup Percentage	New Equipment, Devices, and Parts Markup Percentage Extended Amount
New Equipment, Devices, and Parts	\$5,000.00	20 %	118

Subtotal C: 24,956

OVERALL COST (by adding subtotals A, B, and C) 24,956

Bidder/Vendor Information:

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Authorized Signature _____

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WVG52473

CLASSIFICATION:
HEATING, VENTILATING & COOLING

DEBRA KUEMPEL INC
DBA DEBRA KUEMPEL INC
3976 SOUTHERN AVENUE
CINCINNATI, OH 45227

DATE ISSUED

EXPIRATION DATE

AUGUST 25, 2022

AUGUST 25, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Bill Flaughner, after being first duly sworn, depose and state as follows:

1. I am an employee of DeBra-Kuempel Inc; and,
(Company Name)
2. I do hereby attest that DeBra-Kuempel Inc
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Bill Flaughner
 Signature: [Handwritten Signature]
 Title: Vice-President
 Company Name: DeBra-Kuempel Inc
 Date: 9/16/23

Taken, subscribed and sworn to before me this 16 day of Aug, 2023.

By Commission expires Dec 25, 2026

(Seal)



MICHELLE L COMBS
Notary Public
State of Ohio
My Comm. Expires
December 25, 2026

[Handwritten Signature]
 (Notary Public)

ARFQ 0608 DCR2400000003
REQUEST FOR QUOTATION
EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT
JAMES H. TIGER MORTON JUVENILE CENTER

- 4) Failure to remedy deficient performance upon request.

1.15 CONTRACT MANAGER:

- A. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Contractor should list its contract manager and his or her contact information below. The previously specified information must be submitted prior to award of contract.

Contract Manager: Tim Hayes SR.
Telephone Number: 606-471-9616
Fax Number: NA
Email Address: Thayessr@dkemcor.com

END OF SPECIFICATIONS

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Josh Sterling SALES
(Name, Title)

2102 13th Street Ashland Ky 41101
(Address)

606-471-4370
(Phone Number) / (Fax Number)

Jsterling@dkemcor.com
(Email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.

DeBRA-KUEMPEL
(Company)

Josh Sterling Josh Sterling SALES
(Authorized Signature) (Representative Name, Title)

Josh Sterling SALES 8-17-23
(Printed Name and Title of Authorized Representative) (Date)

8-17-23
(Date)

606-471-4370
(Phone Number) (Fax Number)

Jsterling@dkemcor.com
(Email Address)

HVAC Preventive Maintenance Proposal

Prepared for:

James H. Tiger Morton Juvenile Center
3007 Bill Robertson Way
Richmond, KY 40475

Phillip Farley

8/18/2023

Building Relationships, Building Solutions

SUBMITTED BY:

Josh Sterling

Business Development

Cell: 606-471-4370

E-mail: jsterling@dkemcor.com

8/18/2023

Phillip Farley
James H. Tiger Morton Juvenile Center
3007 Bill Robertson Way
Richmond, KY 40475

Dear Phillip Farley:

DeBra-Kuempel Inc. appreciates the opportunity to provide this for the identified equipment at your 3007 Bill Robertson Way location.

A properly planned and executed Preventive Maintenance program will reduce costly emergency repairs and unscheduled equipment down time, ultimately extending the useful life span of your equipment and improving the ability to forecast maintenance and repair costs. We have proposed **Semi-Annually** maintenance visits for this equipment.

A successful Preventive Maintenance program relies on documentation of equipment condition and status, used as a baseline to allow for prediction of component failure. We have included information on our Service Edge® service order management system. This program tracks customer assets and their history for each piece of identified equipment under our preventive maintenance agreements. By having this information readily available, a history of equipment performance can be established. On subsequent inspections any deviance can be noted and dealt with accordingly. This proactive approach allows potential problems to be recognized and corrected before major damage can occur.

Conditions

- ◆ This proposal is based upon all preventive maintenance work being performed during the normal working hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.
- ◆ All invoices are payable upon receipt.
- ◆ Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.
- ◆ This quotation is subject to revision if not accepted within thirty (30) days.
- ◆ To signify your acceptance please sign the enclosed agreement and return to my attention, or refer specifically to this proposal on your purchase order.

Thank you for this opportunity to be of service. If you should have any questions or if I can be of further assistance, please don't hesitate to contact me directly.

Sincerely,



James H. Tiger Morton Juvenile Center
8/18/2023

DeBra-Kuempel | **Comprehensive Services**



- Automated Controls
- Chillers
- Electrical
- Engineering
- Facilities
- Low Temperature
- Plumbing
- Process Piping
- Refrigeration

Our Markets

- › Biotech/Healthcare
 - Hospitals
 - Pharmaceutical
- › Commercial
 - Office Buildings/Real Estate
 - Retail
- › Education
- › Manufacturing/Industrial
 - Distribution/Warehousing
 - Food Processing
 - Water/Wastewater Treatment
- › Public/Government
 - Municipal
 - Religious Facilities
- › Technology
 - Clean Rooms
- › Data Centers
- › Transportation

**Your Convenient Single-source for
Comprehensive Lifecycle Value**

A wholly owned subsidiary of EMCOR Group, Inc., DeBra-Kuempel has been serving the region for over 70 years by helping clients install and maintain a wide array of mechanical, electrical, plumbing, building automation and other facility systems.

Our services extend from engineering and Design/Build, through construction, commissioning, predictive, and preventive maintenance. And all of our services are backed by EMCOR's financial strength, knowledge transfer network and broad range of industry solutions. It's the complete package of services and capabilities you need for reliable system performance, reduced energy consumption and costs, and maximum return on your facility investment.



With its reputation for integrity and dependability, DeBra-Kuempel is your convenient single-source solution for complete mechanical, electrical, plumbing and facilities services. So when you want reliable advice, leading-edge technical expertise and highly skilled professional workmanship, talk to DeBra-Kuempel.

Our Comprehensive Services

- ▶ **Service Maintenance**
- ▶ **Heating-Process & Comfort Systems**
 - Boilers
 - Burners
 - Hot water & steam
 - Thermal scanning
 - Indoor air quality (IAQ)
- ▶ **Air Conditioning-Process & Comfort Systems**
 - Chillers, DX Systems
 - Computer rooms/labs
 - Refrigeration services
 - Environmentally controlled chambers & ultra low temp.
- ▶ **Predictive Maintenance**
 - Infrared thermography
 - Vibration analysis
 - Balancing
 - Laser alignment
- ▶ **Process Piping**
 - Certified welding
 - High purity piping
 - Pipe & skid fabrication
- ▶ **Mechanical Construction**
 - Design/Build
 - Analysis & retrofit
 - Tenant finish
 - Sheet metal
- ▶ **Electrical**
 - Design/Build
 - Service/Maintenance
- ▶ **Plumbing**
 - Design/Build
 - Service/Maintenance
 - Certified backflow preventer service
- ▶ **Commissioning**
- ▶ **Compressor Warranty**
- ▶ **Industrial Staffing**
Manpower based on need:
 - Daily, weekly or incremental
 - Project oriented
 - Process controls
 - Calibration/certification
- ▶ **Facilities Management**
 - Staffing services
 - HVAC maintenance/service
 - Electrical maintenance/service
 - Plumbing maintenance/service
- ▶ **Building Automation**
Control of all Building Systems
 - HVAC
 - Lighting
 - Utility metering
 - Tenant billing
- Energy Management**
Remote monitoring capability
 - Honeywell/Trane/JCI
 - Inquire regarding others
- ▶ **Engineering Capabilities**
 - Registered staff
 - Mechanical
 - Industrial
 - Electrical
 - Plumbing
- ▶ **Performance Contracting**
- ▶ **NEBB Certifications**
- ▶ **Scaffolding**
- ▶ **Fire & Smoke Dampers**
- ▶ **Customized Energy Solutions**

How can we help you?

3976 Southern Avenue, Cincinnati, OH 45227

T 513.271.6500 Toll Free: 800.395.5741

F 513.271.4676

dkemcor.com

emcor_info@emcor.net

Other Locations:

Columbus, OH
614.529.7500

Dayton, OH
937.531.5455

Ashland, KY
606.331.7765

Lexington, KY
859.389.8662

Louisville, KY
502.368.0454

Maysville, KY
606.563.8505

Paintsville, KY
606.789.0004

Evansville, IN
812.475.8665

Division:

EMCOR Services Automated Controls

3976 Southern Avenue, Cincinnati, OH 45227

T 513.527.8040 F 513.271.4676

Equipment Schedule

Customer: James H. Tiger Morton Juvenile Center
Address: 60 Manfred Holland Way
 Dunbar, WV 25064

Page 1 of 1

Identifier	Equipment	Manufacturer	Model #	Serial #	Location
1	Rooftop Unit- Gas- 1.5 Ton 2x20x20 Filters A 55 Belt	York	D1NA018N03606C	SNGLM074894	Roof
1	Rooftop unit- GAS-1.5 Ton 2 20x20x2 Filters A 5 Belt	York	D1NA018N03606C	SNMLM127801	Roof
1	Rooftop unit- GAS- 3 Ton 1 14x29x1 1 15x20x1 Filters A 36 Belt	York	D7CG036N0402SWDA	MNLM132465	Roof
1	Rooftop unit- GAS- 3 Ton 1 14x29x1 1 15x20x1 Filters A 36Belt	York	D7G036N04025WDA	SNNLM132981	Roof
1	Rooftop unit- GAS- 4 Ton 1 14x29x1 1 15x20x1 Filters A 36 Belt	York	D7CG048N06025WDA	SNNLM132443	Roof
1	Rooftop unit- GAS- 5 Ton 1 14x29x1 1 15x20x1 Filters A 36 Belt	York	D7CG060N07925WDA	SNNLM132985	Roof
1	Rooftop unit- GAS- 6.5 Ton 4- 20x25x2 Filters A 55 Belt	York	DM078N10Q2DJA2A	NMLM131445	Roof
1	Rooftop unit- GAS- 6.5 Ton 4 20 x 25 x 2 Filters A 55 Belt	York	DMG78N10Q2DJA2A	NWLM131448	Roof
1	Rooftop unit- GAS- 6.5 Ton 4 20 x 25 x 2 Filters A 55 Belt	York	DMO78N10Q2DJA2A	NWLM131448	Roof
1	Rooftop unit- GAS- 6.5 Ton 4 20x25x2 Filters A 55Belt	York	DM078N10Q2DJA2A	NMLM131447	Roof
1	Rooftop unit- GAS- 8.5 Ton 4 16x25x2Filters A 55 Belt	York	DM102N10Q2DJA2A	NMLM131484	Roof

**DeBra-Kuempel technician will acquire omitted equipment information during first Preventive Maintenance visit.

James H. Tiger Morton Juvenile Center
8/18/2023

Equipment Schedule

Page 1 of 2

Identifier	Equipment	Manufacturer	Model #	Serial #	Location
1	Exhaust fan B 60 Belt	Cook	90ACRUH	235SD98697- 00/0001901	Roof
1	Exhaust fan B 60 Belt	Loren Cook	80C2B	***	Roof
1	Exhaust fan B 60 Belt	Loren Cook	100C3B	***	Roof
1	Exhaust fan B 60 Belt	Cook	70ACRUH	235SD98697- 00/0004201	Roof
1	Exhaust fan B 60 Belt	Loren Cook	90ACRUH	235SD98697- 00/0005401	Roof
1	Exhaust fan B 60 Belt	Loren Cook	100C3B	***	Roof
1	Exhaust fan B 60 Belt	Loren Cook	70C2B	***	Roof
1	Domestic Hot Water Storage 200G	AO Smith	Cyclone MXI	2025119824136	Mechanical Room
1	Domestic Hot Water #1 Boiler	Lochinvar	EWN300PM	BO3HO8151947	Mechanical Room

**DeBra-Kuempel technician will acquire omitted equipment information during first Preventive Maintenance visit.

Equipment Schedule

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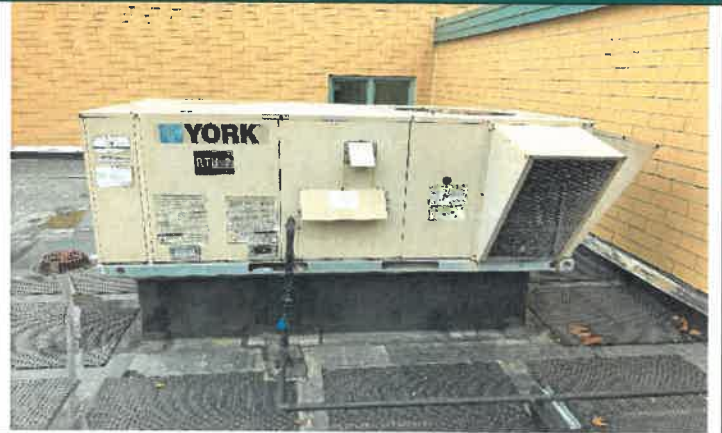
Identifier	Equipment	Manufacturer	Model #	Serial #	Location
1	100 Gallon Domestic Hot Water Heater	AO Smith	***	113394307	A-POD Closet
1	High Low Water Manifold System	Leonard	***	113394307	A-POD Closet
1	100 Gallon Domestic Hot Water Heater	AO Smith	Cyclone MXI	2024119679364	B-POD Closet
1	High Low Water Manifold System	Leonard	***	***	B-POD Closet

SITE SURVEY

RTU GAS 1.5 TON



RTU GAS 3 TON



RTU GAS 4 TON



RTU GAS 5 TON



RTU GAS 6.5 TON



RTU GAS 8.5 TON



SITE SURVEY

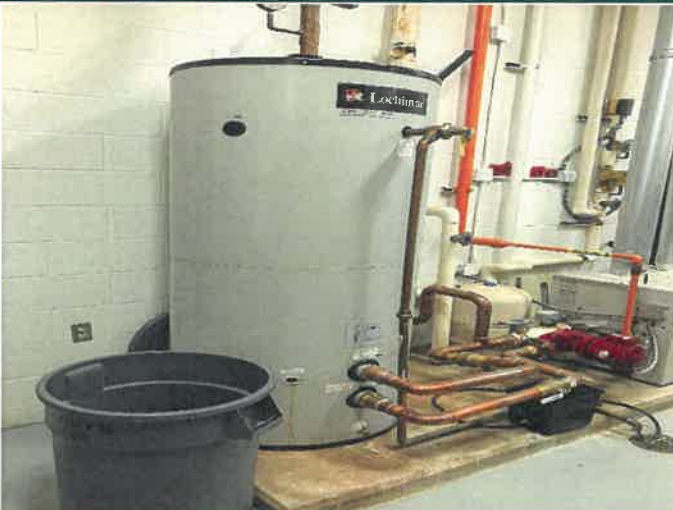
RTU GAS 12.5 TON



EXHAUST FAN



HOT WATER STORAGE TANK 200 GALLONS



HOT WATER BOILER



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JAMES H. TIGER MORTON JUVENILE CENTER

ROOFTOP HVAC UNITS:

1. Inspect units for proper refrigerant levels. Add additional refrigerant if required.
2. Inspect, clean coils, and cabinets.
3. Inspect fans on bases for restricted drain openings. Remove any obstructions as necessary.
4. Inspect compressor and associated tubing for damages. Replace as needed.
5. Inspect fans motors and fan blades for wear and damage. Replace as needed.
6. Inspect control box associated controls, accessories, wiring, and connections for wear. Repair as necessary.
7. Inspect blower assembly.
8. Inspect combustion blower housing. Clean as necessary.
9. Inspect burner assembly. Clean and adjust.
10. Inspect heat exchanger or heating elements. Replace as necessary.
11. Inspect flue system. Proper attachment, dislocated sections, or any signs wear or damage. Repair as necessary.
12. Inspect air filter. Vendor must replace the air filter every three months, four times a year.
13. Inspect system startup for any abnormal noises or unusual odors. Repair as necessary.
14. Inspect systems high and low side system pressure. Repair as necessary
15. Inspect gas furnace system for manifold gas pressure and adjust as needed.
16. Inspect systems for correct line and load voltage and amperage.
17. Inspect all belts and shelves. Replace as necessary.
18. Inspect all bearings and shaft. Lube as needed.

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HOT WATER HEATERS AND HOT WATER STORAGE TANKS

1. Inspect pressure relief valve. Replace if necessary.
2. Inspect temperature. Set to manufactures specifications.
3. Drain, flush tank, and clean. Check all valves and refill tank.
4. Check all valves, plumbing piping, and water supply for any damages. Repair as necessary.
5. Inspect all electrical connections. Replace or repair as needed.
6. Inspect all gas connections and plumbing. Replace or repair as needed.

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HIGH LOW WATER MANIFOLD SYSTEMS AND MIXING VALVES:

1. Inspect all plumbing and fixtures for leaks and proper flow.
2. Inspect temperatures. Set to manufactures specifications.
3. Inspect controls knobs or levers working properly.

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VENT FANS:

1. Visual inspection. Operating and safety system in place.
2. Inspect all bolts and hold downs for damages or wear. Replace or adjust.
3. Inspect dampers for proper closure.
4. Inspect actuators and linkage. Clean and adjust.
5. Lubricate actuators and linkage controls.
6. Inspect fans blades. Clean, replace, or repair.
7. Inspect air flow. Check for duct damage.
8. Inspect filters. Replace or clean as needed.

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BOILERS:

1. Inspect water levels. Check all plumbing for leaks. Replace or repair as needed.
2. Inspect flush unit. Clean and add proper chemicals.
3. Inspect all gages to make sure working properly. Place as necessary.
4. Inspect pressures. Adjust to manufactures specifications.
5. Inspect gas line pipes for leaks. Replace or repair if necessary.
6. Inspect all shutoff valves for proper flow and opening/closing.
7. Inspect temperature for improper designed range.
8. Inspect vent termination for any obstruction or blockage.
9. Inspect combustion air for blockage. Adjust as necessary.
10. Inspect relief valves for proper manufacture settings.
11. Inspect burner flame. Check if looks different and adjust gas flow to proper settings.
12. Inspect low water cutoff switch and make sure working properly.
13. Inspect heat exchanger. Clean or replace as needed.
14. Inspect ignitors. Replace or adjust as needed.
15. Inspect burner assembly. Clean or replace as needed.
16. Inspect all controls. Check and set to manufactures specifications.

SOLUTION OVERVIEW

Some benefits James H. Tiger Morton Juvenile Center will receive by implementing a Preventive Maintenance program with DeBra-Kuempel include:

- ◆ Optimum comfort levels
- ◆ Reduced downtime of equipment
- ◆ Reduced premature equipment failures
- ◆ Extended equipment life

Additionally, James H. Tiger Morton Juvenile Center will receive:

- ◆ Assigned lead and backup technicians
- ◆ Customer specific priority response time (24/7/365)
- ◆ Reduced labor rate
- ◆ Service Edge® online reporting w/ Customer portal to review asset history

To Summarize, James H. Tiger Morton Juvenile Center will receive:

- ◆ Semi-Annually preventive maintenance visits
- ◆ Condenser coil cleaning is included and performed (1) time per year
- ◆ Filters and belts are not included in the pricing for this contract

Emergency Service Call Procedures

(800) 395-5741

Daytime Hours

All service calls must come through our main number: (800) 395-5741.

The DeBra-Kuempel Operator will transfer the call to our Service Dispatch Desk who will retrieve all pertinent information from the customer (i.e. caller name and phone number, location name, address, contact person and phone number, description of the problem, etc.). Any customer PO, ID, Agreement numbers will also be obtained at this time.

If a call back is needed to confirm the receipt of the call or Estimated Time of Arrival, etc., this will be communicated to your account administrator at the time the call is transferred.

All technicians responding to service calls will be informed of all the relative information and proper check-in procedures (via text or email) to the technician to ensure all customer procedures are followed. You are guaranteed a 2-hour response on a 24/7/365 basis.

After Hours

After hours emergency service calls procedures are the same as above, except your initial service request will be answered by our answering service company's live representative. The DeBra-Kuempel manager on-call is then notified of your service call. From this point, your emergency service needs will be handled by a DeBra-Kuempel manager, who is responsible for the coordination of getting a technician on-site.

As standard practice, DeBra-Kuempel managers carry cell phones and are available through a 24-hour emergency call network. After hours, emergency / urgent calls will be returned within 15 minutes and required service or repairs will be initiated on-site within 2-hours. The manager on-call has full access to our customer database which contains all DeBra-Kuempel customer information. This important database assures that all DeBra-Kuempel personnel understand full facility operations, management procedures and issues at each customer location. The customer database is updated a minimum of every month for personnel changes, changes of employee telephone numbers and new procedures, etc.

All DeBra-Kuempel technicians carry a cellular phone or Smart Phone device. Additionally, each service vehicle is equipped with a GPS monitoring device, which is tied to our central dispatch control center.

This system ensure that we are able to locate and contact your technician(s) in order to dispatch them to your facility whenever a service need arises, no matter when your service call is placed.

DeBra-Kuempel SERVICE EDGE®



Service Edge® is a custom electronic service order management system utilized by all DeBra-Kuempel field service staff.

It efficiently and effectively tracks customer assets and their history for each piece of identified equipment under our preventive maintenance agreement.

DeBra-Kuempel will set up this custom portal for the specific use of **James H. Tiger Morton Juvenile Center.**



DeBra-Kuempel Safety

<u>Ten (10) Dedicated Safety Personnel:</u>	Enforce responsibility and accountability to our safety program Conduct pre-construction walk-throughs Document weekly site visits and audits Provide onsite training for specific tasks (confined space, fall protection, etc.) Safety personnel stationed in satellite offices
<u>Five (5) Life Saving Rules (LSRs):</u>	LSR #1: Personal Protective Equipment LSR #2: Lockout / Tagout LSR #3: Fall Protection LSR #4: Confined Space LSR #5: Electrical Safety
<u>Safety Program:</u>	Safety Training Courses – 1-hour and 2-hour training classes are held monthly. Tool Box Talks – Implemented weekly with sign-off sheets. Job Safety & Health Analysis (JSHAs) – Available for every task we complete. Pre-Task Work Permits – Completed prior to the start of each new job providing awareness of any jobsite hazard. Safety Observations – Managers complete monthly safety observations with their field staff elevating the importance of safety with greater management involvement. Safety Reports – Safety managers complete this report during jobsite visits providing documentation of efforts in keeping every employee safe and each jobsite secure. Service Reports / Time Sheets – Include a safety section for field staff’s completion, bringing safety forward each and every day.
<u>Drug Free Workplace:</u>	Meets the requirements of Ohio Bureau of Workers Compensation (BWC), Construction Owners Association of the Tri-State (C.O.A.T.S.), and U.S. Department of Transportation (D.O.T.)
<u>Work Care:</u>	Incident Intervention Program provides immediate and appropriate first aid treatment and follow up care to employees.
<u>Safety Communication:</u>	Weekly Meetings Monthly Safety Topics Weekly E-Mails Company-Wide Text Messages
<u>Safety Committee:</u>	Comprised of managers and field staff who discuss safety topics and implement new techniques and standards.
<u>iPhone Apps:</u>	Safety Data Sheets (SDS) Injury / Accident Reporting
<u>Safety Statistics:</u>	2020 Recordable Incident Rate 1.04 – EMR .77 2021 Recordable Incident Rate 1.02 – EMR .74 2022 Recordable Incident Rate 1.34 – EMR .83

DeBra-Kuempel Safety



Our "Five Life Saving Rules" program helps our employees focus on safe work habits.

1. Personal Protective Equipment (PPE)

Reminds us to use goggles, protective headgear, gloves, and other safety equipment properly.

2. Lockout/Tagout

Helps ensure that all systems with potentially hazardous energy stored in them have been locked out and tagged prior to construction or maintenance activities.

3. Fall Protection

Encourages effective use of guard rails, scaffolds, ladders, and other devices.

4. Confined Space

Keeps us aware of atmospheric contaminants, explosive gases or vapors that may engulf and harm those working in spaces where entry and exit are restricted and/or prolonged occupancy is not intended.

5. Electrical Safety

Emphasizes the dangers presented by live power lines, frayed or damaged electrical wires, and other electrical hazards.



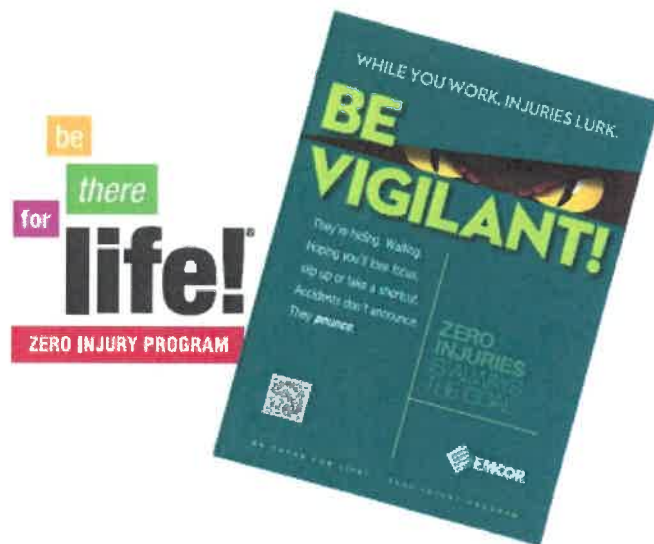
Safety

Zero-Injury Safety Culture and Commitment

DeBra-Kuempel understands the important role safety plays in ensuring that our employees get home safely to their families and that we deliver our projects on-time and on-budget. That's why all of us are committed to zero injuries. We know we have a moral responsibility to our employees and to our clients to ensure that our operations are performed in a safe and timely manner.

A Passion for Safety and Quality

Safety is ingrained in the fabric of our culture. Our personal commitment extends from our senior management to our field staff. They're supported by EMCOR's "Be There For Life, ZERO Injury Program," which has helped EMCOR companies achieve safety performance that is **5-to-10 times Better** than the national average. Performance like this is one of the many reasons you can rely on DeBra-Kuempel for consistently safe, on-time project delivery.



TERMS & CONDITIONS

1. We agree to furnish labor and material to provide the recommended preventive maintenance for the equipment specified on the attached equipment list and at intervals specified above.
2. Services required but not specifically included by this agreement will be performed at your request at our prevailing time and material rates. Under this agreement, DeBra-Kuempel Inc. agrees to provide the customer with reports indicating service work performed.
3. We agree to set up a schedule whereby our servicemen will start with the Owner's choice of any section of the building and proceed as designated. Each time a serviceman visits the Owner's building, he will start by reporting his presence to the person or persons that the Owner designates.
4. The Owner agrees to provide access to all equipment. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hour work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to as equitable adjustment for time for performance and costs.
5. It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon the initial service inspection or start-up, if any repairs are necessary, this agreement will not be binding until these conditions have been corrected. Such corrections will be performed by DeBra-Kuempel Inc. on a charge basis at prevailing rates for material and labor. Acceptance of this agreement does not bind DeBra-Kuempel Inc. to make corrections in design or installation of the equipment.
6. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for labor and/or material or equipment required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
7. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding of submerged or water cooled coils or condensers, water in oil tank, unusual weather exposures, strikes, lock-outs, acts of God, acts of government, or others conditions beyond DeBra-Kuempel Inc.'s control, misuse of equipment or operation of the equipment in a manner contrary to DeBra-Kuempel Inc.'s advice and instructions, or work or materials furnished by any other party.
8. This agreement shall begin upon acceptance and shall remain in force and effect for a period of one year and from year to year thereafter until canceled. This agreement may be canceled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. In addition, any unpaid invoicing and any unamortized service costs performed by DeBra-Kuempel Inc. (including overhead and a reasonable profit) will be paid to effectively cancel agreement. The end of this agreement term, said Contract will automatically renew for a one-year term at 4% or CPI Index (for all cities included), whichever is greater. Upon mutual consent, this agreement may be adjusted on any agreement anniversary date for changes in labor and material costs. Upon early termination or expiration of this agreement, DeBra-Kuempel Inc. shall have free access to enter customer locations to disconnect and remove any DeBra-Kuempel Inc. personal proprietary property or devices as well as remove any and all DeBra-Kuempel Inc.-owned parts, tools and personal property.
9. DeBra-Kuempel Inc. may cancel this agreement immediately in the event of delinquency of payment.

NO MODIFICATIONS

The contract arising by acceptance of your offer pursuant to this Proposal shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

REMEDIES OF SELLER

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain the Sellers, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Ohio Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials has been installed pursuant to this contract, then as to that part of said equipment and materials which has been installed and the labor and services related thereto, the Seller shall have a mechanic's lien against the premises where said equipment and materials has been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Payment due Seller under this contract is payable on receipt of Seller's invoice. Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.

WARRANTIES AND LIMITS OF LIABILITY

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the seller shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The Seller shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure material from the usual sources of support or for any contingencies that are unavoidable or beyond the control of the Seller. Seller shall not be responsible for any damages incurred due to the inability of the building structure to properly support the equipment to be installed in this proposal. Seller shall not be responsible for any consequential damage or spoilage due to the installation, operation or time or manner of service of any equipment. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

INSTALLATION AND COMPLETION

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the President or a Vice-President of the Seller.

INSURANCE

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft, or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

James H. Tiger Morton Juvenile Center
8/18/2023