



May 28, 2013

Captain Dennis Adams  
Butler County Sherriff's Office  
705 Hanover Street  
Hamilton, OH 45011

Dear Captain Adams:

It was great talking with you last week.

Per our conversation, we would like to continue our Preventative Maintenance Contract on the HVAC. Triton will keep the price the same at \$19,440.00 for the next year.

Please let me know if you have any questions.

Best regards,



Richard F. Schock  
Vice President, Sales & Marketing

RTS/jas

## MECHANICAL SERVICES AGREEMENT

This **MECHANICAL SERVICES AGREEMENT** (the "Agreement") is made as of June 1, 2010 (the "Effective Date") by and between the **Butler County Board of Commissioners**, with offices at Butler County Government Services Center, 315 High Street, 6<sup>th</sup> floor, Hamilton, Ohio 45011 (the "County"), and **TRITON Services, Inc.**, an Ohio corporation, having a place of business at 8162 Duke Blvd., Mason, Ohio 45040 ("TRITON").

### WITNESSETH:

1. **SCOPE OF SERVICE:** The County hereby employs TRITON and awards it a non-exclusive right to provide two categories of services for a period of three (3) years in relation to the heating, ventilating and air conditioning systems ("HVAC") at the following correctional facilities owned or operated by the County located within the City of Hamilton, Butler County as follows: the Butler County Correctional Facility at 705 Hanover Street, the Court Street Jail at 123 Court Street, and the facility at 442 S. Second Street.

The two categories of HVAC service referred to above are: (a) Preventive Maintenance, and (b) Repair. Preventive Maintenance is being awarded on an "annual amount not to exceed" basis which includes parts, labor and consumable materials such as lubricants and refrigerant. Repair service is being awarded on an hourly basis for all three facilities.

By way of illustration and not limitation, Preventive Maintenance and Repair Services shall include all of the following types of equipment unless excluded due to being included in a different and separate specialized contract:

1. Heating System: Boilers, burners, furnaces, pumps, heating coils, water strainers, unit heaters, duct heaters, heat exchangers, VAV and VFD and check vanes in actuators.
2. Cooling System: Air conditioning compressors, package window units (when applicable), package rooftop units, evaporative condensers, air cooled condensers, and pumps, VAV and VFD and check vanes in actuators.
3. Air Handling System: Fans, motors, air grills, plenums, compressors, registers, dampers, induction units, mixing boxes, and fan coil units.
4. Miscellaneous Equipment: Exhaust Fans, manual valves, automatic valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starter to their respective motor, check valves, refrigerant piping, and piping insulation and refrigerant.

While Preventive Maintenance and Repair were bid for all three locations, the Services demanded by each location will vary due to each location's size, age, and variation in equipment.

TRITON is expected to adapt its services under this Agreement to each location's particular needs.

Preventive Maintenance and Repair Services shall not be deemed to extend to the foundation, structural support, anchoring equipment, and frames provided the same are permanently affixed so as to be non-maintainable and are non-moving. But this exclusion should not be read as including structures or components which must be disassembled, removed, or relocated to conduct normal Preventive Maintenance or Repair activity. Preventive Maintenance and Repair Services shall also not be deemed to extend to domestic water lines, drains, plumbing, oil lines, gas lines, piping, oil storage tanks, boiler shell and tubes, unit cabinets, boiler trim and refractory material, and cooling tower structures. Notwithstanding the foregoing, if Butler County and TRITON expressly agree that TRITON will perform Repair Services on any of the excluded components, the terms of this Contract shall be applicable to the performance of any such Repair Services.

Equipment which cannot be economically repaired will be deemed in need of "Replacement" rather than "Repair." Replacement Services are not being bid and are not included in this Contract and TRITON has no right to expect to be awarded a contract for the replacement of HVAC equipment identified in this Agreement which must be replaced. Butler County retains the right to award a Replacement Service contract to any provider based on the price for the work needing to be done.

Exhibit A attached to this Agreement contains Butler County's expectations respecting the Scope of Service to be provided.

**A. Preventive Maintenance:** Preventive Maintenance describes maintenance which occurs on a regular and continuing basis in an attempt to keep equipment operating in optimum condition. Preventive Maintenance tasks will vary from location to location due to the type, number and age of the equipment in place. A non-exhaustive list of Preventive Maintenance tasks includes replacing or refilling on as-needed basis, fuses, lubricants or oil or any part or substance which is consumed in the normal operation of moving parts. Also included in Preventive Maintenance is twice annual checking of belts and hoses with the replacement of belts to occur on an annual basis using Goodyear belts. Also included in the Preventive Maintenance is cleaning the blower wheels and the evaporator coils and checking on the oil level and fluid levels in oil pumps and other continuously or intermittently operating machinery, replenishing any depleted fluids, and reporting the condition of such equipment to the Jail Warden. The County reserves the right to delay or not perform recommended maintenance but the County will remain solely responsible for all costs, expenses and damages arising out of or resulting from the County's decision to delay or not perform the recommended maintenance. Preventive Maintenance scheduling will be agreed between the Sheriff and TRITON.

Preventive Maintenance shall be considered to include parts and supplies used or consumed in the maintenance process as well as any tools and equipment needed to perform maintenance.

Although Preventive Maintenance for each of the Facilities is being awarded on an annual not to exceed price for all three jail locations, Butler County reserves the right to reasonably reduce or expand the scope of Preventive Maintenance at one or all facilities if, in the County's judgment, the scope of such service is judged to be either excessive or inadequate, as the case may be.

Preventive Maintenance will be performed on a semiannual basis (winter and summer) unless indicated to be more frequently at a location, such frequency to be agreed upon by TRITON and the County. Preventive maintenance shall include checking the performance of all components and testing, adjusting, calibrating, and cleaning of all system components.

All preventive maintenance tasks shall be based on a program using each building's run time and on equipment/system maintenance recommendations. As preventive maintenance tasks are performed, they shall be checked off on schedule sheets which shall be prepared and kept by the TRITON. Upon completion of Preventive Maintenance activity at any of the three locations, TRITON shall immediately provide a schedule sheet copy to the Jail Warden at the Hanover Street Jail listing the work performed. TRITON'S files shall be kept for the life of the contract. All work performed by TRITON, including both Preventive Maintenance and Repair, is to be performed by properly trained, qualified, and compensated technicians.

All scheduled preventive maintenance under these specifications shall be performed between 7:00 a.m. and 4:00 p.m., Monday through Friday.

**B. Repair:** Repair is activity which occurs on an as-needed basis because a piece of equipment has malfunctioned or ceased to function. Repair means a component part of a piece of equipment is replaced by the substitution of a new component part in its place. Repair is to be distinguished from replacement ("Replacement") in that Replacement occurs when one complete unit of equipment (or a substantial part of it) is replaced because the piece of equipment is judged to have reached the end of its useful service life. A non-exhaustive list of Repair tasks includes replacing a nonfunctioning motor, replacing relays, door seals; float switches, ignition modules, switch gears, arm actuators, evaporator fan motors, valves, water level probes, controllers, relay boards, transformers, control amplifiers, and sensors. The County reserves the right to delay or not perform recommended repairs but the County will remain solely responsible for all costs, expenses and damages arising out of or resulting from the County's decision to delay or not perform the recommended repair.

Since Repair is distinguished from Replacement, TRITON shall have no obligation to perform: (a) any Replacement work for the County; or (b) any Repair or Preventive Maintenance work on any foundations, structural support, or systems and equipment that are non-maintainable or non-moving. Moreover, this Agreement provides TRITON no assurance that it will be awarded a Replacement Agreement for any piece of equipment subject to TRITON'S Preventive Maintenance or Repair Work under this Agreement that is judged to have reached the end of its useful service life.

Since each location, if occupied and to the extent it is occupied, cannot easily be vacated due to the character of its occupants, the timeliness of the TRITON'S response to a call for service is crucial. Accordingly, response time is declared to be of the essence on all calls for service due to and HVAC problem. TRITON is required to arrive at the Facilities in response to a call for service for that location within one hour of receiving the call. If TRITON arrives at the facility within one hour of the call for service, such determination to be made based on the clock at the Facility, TRITON will be paid for travel time. If TRITON fails to arrive at Butler County's service location within one hour, Butler County shall be not be required to pay TRITON for its travel time, and may call for another contractor if it is convinced TRITON'S response time will be unacceptable given the situation.

TRITON shall have and maintain available for use a reasonable stock of parts and supplies, such reasonableness to be judged according to local industry standards of repair parts taking into consideration the likelihood/frequency with which a particular part breaks or fails, how much the part costs, and the time lag necessary to secure a replacement part. The expense of securing such parts shall be met as provided later herein. Butler County intends that TRITON will become educated in which parts fail or need replacement most frequently so that there is no waiting time for parts delivery for preventive maintenance or repair.

This Agreement for Repair Services for each of the Facilities is being awarded on an hourly basis for all three jail locations, and it is expected and anticipated that TRITON will comply with the Ohio Prevailing Wage law, when and to the extent it is applicable, for any service provided under this Agreement. To that end TRITON has provided prevailing wage classifications which it intends to employ in the performance of Repair Services. TRITON represents to the County such classifications are qualified to perform the Work described in this Agreement.

TRITON will provide the Jail Warden at the Hanover Street Jail with a monthly report of all repairs completed and the status of any repairs that have not been completed.

Since the County will be purchasing all replacement parts, all replaced parts shall be property of Butler County in the event that a part has a core or reuse value.

With the exception of a charge for rental of a crane, where the parties agree that a crane is necessary to perform a Repair Service, the hourly price bid by Triton for Repair Service shall include the cost of any tools and equipment needed to perform a Repair at no additional compensation.

The Prevailing Wage Threshold for individual Repair Services in 2010 is \$23,447.00 and that figure will change periodically from time to time thereafter during the term of this Agreement. In the performance of Repair Services when the Prevailing Wage must be paid, TRITON will utilize prevailing wage classifications and wage rates applicable to the portion of Southwest Ohio in which the three jail locations are situate. When an apprentice is required by the applicable

schedule for the performance of a task requiring the presence of a journeyman according to the prevailing wage law that the accompanying prevailing wage rate requirement for one or more journeyman will also have to be satisfied.

**C. Services Which Are Excluded From This Agreement.** Filter replacement on all HVAC devices equipped with a filter which is easily removable and can be performed by the County own maintenance staff will be performed by such maintenance staff. The Trane Chillers at Hanover Street are excluded from Preventive Maintenance and Repair because they will be separately contracted. The Cooling Towers at Hanover are excluded from Preventive Maintenance and Repair because they will be separately contracted. Water treatment to prevent scaling is not included in this Agreement. Any elevators in the Facilities will not be included in this Agreement because they too will be separately contracted. Any garage doors will be excluded from Preventive Maintenance and Repair from this contract and will be separately contracted. Generators at the three locations are not included within the Scope of Services for this Agreement.

**D. Parts:** Parts used to perform Preventive Maintenance or Repair Services shall be new or factory reconditioned and equal to new unless the County is informed in advance of the successful bidder's intention to deviate from this requirement and the County concurs. For the cost of Parts needed to perform Repair Services only under this Agreement, Butler County will pay/reimburse TRITON'S own cost for such Part(s) unless the state contract price for the same or equivalent Part(s) is less, in which case Butler County will pay the state contract price.

2. **OPERATIONAL RESPONSIBILITIES:** Preventive Maintenance services or Repair services as described above, may also be referred to hereafter as the "Work."

The County's Requirements for performing the Work as set forth in this Agreement are attached hereto and made a part hereof as Exhibit A as if it was fully reprinted here. The County, the Sheriff, or his designee may prospectively waive these Requirements by so informing TRITON in writing.

TRITON shall provide sufficient staff to perform Preventative Maintenance Services at the schedule recommended by the manufacturer as well as perform Repair Services as necessary.

3. **COMPENSATION:** Exhibit B contains TRITON'S proposal for compensation for Preventive Maintenance and Repair Services. Exhibit B shall govern TRITON's compensation under this Agreement for Work performed. TRITON shall submit monthly invoices for all Work performed under this Agreement. Preventive Maintenance charges will be paid on 1/12th of the annual not to exceed cost paid each month. Upon commencement of the term of this Agreement and on the first day of each month thereafter during the Term (as that term is hereinafter defined), TRITON will submit invoices to the County Representative at the Office of the Butler County

Sheriff (the "Sheriff") for approval. Compensation for Services performed during a partial month, shall be prorated based on the number of days in the month that Services are provided. Any invoice to which no written objection is given to TRITON by the County Representative within ten (10) days following the date it is presented to the County Representative shall be deemed to have been approved by the County Representative. The County Representative may, in good faith, contest the invoice amount (or any part of it) by delivering a written notice of contest (the "Notice") to TRITON prior to the expiration of the 10 day period. The Notice shall set forth the amount (hereinafter, the "Contest Amount") of the invoice that the County Representative disputes and the basis for disputing that amount. The County and TRITON covenant and agree to negotiate in good faith to promptly resolve the dispute over the Contest Amount. Payment of each invoice (less the Contest Amount, if any) shall be made by check payable to TRITON by the thirtieth (30th) day of the month following the month that the invoiced Services were provided. Such payment shall be sent to:

TRITON Services, Inc.  
8162 Duke Blvd.  
Mason, Ohio 45040

If this Agreement is terminated at one or more locations, TRITON will provide the County with a reduction in its not to exceed annual Preventive Maintenance Service compensation under this Agreement attributable to such closed facility which shall thereafter be the price for the Work. Such change may be taken from TRITON'S separate bid for facility Preventive Maintenance.

4. **CONTRACT DOCUMENTS, CONFLICT AMONG DOCUMENTS:** This Agreement, the "Bid Request," the "Bid Specifications" "Information for Bidders," "Bid Proposals," "Bid Bond," "Notice of Award," "Technical Specifications," (if any) and "Addenda"(if any), are the documents that comprise this Agreement. In the event of conflict between the provisions of this Agreement and any attached exhibit or description of the work to be performed, the provisions of this Agreement and the Awarded Specification will, to the extent of such conflict, take precedence over any and all other documents.

5. **RESERVED FOR FUTURE USE.**

6. **ACCESS AND RECORDS:** TRITON will keep a record of its activities under this Agreement, provide a copy of its services showing labor and materials to the Warden of the Hanover Street Jail or his designee immediately upon completion of the same, and shall retain all its records pertaining to service provided under this Agreement for thirty-six (36) months after the conclusion of this Agreement.

7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on the date set forth in the introductory paragraph above and shall continue for a period of three years

from that date or until some other the earlier expiration by termination for breach or by mutual agreement. By mutual agreement, this Agreement may also be renewed for one (1) additional three-year term or three (3) one year terms (year-to-year basis). Should this Agreement be extended, the compensation due TRITON for any extension of this Agreement beyond the initial three (3) year term it may require negotiation of the adjustment to be made in the compensation due unless the proposal figures are sufficient.

**8. NOTICE OF DEFAULT, CURE, OR TERMINATION:** TRITON will perform its work under this Agreement in accordance with this Agreement and any amendments and attachments thereto. The County may provide TRITON with written notice deleting jail locations, in whole or in part, from this Agreement.

Failure to perform the work as provided herein will first result in notice to TRITON of its default and with an instruction how to cure the default and a setting of a reasonable time in which to do so, such time in no case to exceed thirty (30) days. If the default is not cured within a reasonable time, such default may result in the County itself performing or hiring others to cure the default described in the notice at TRITON'S expense. In addition to the foregoing the following termination provisions shall apply:

**A. Termination for Convenience:** Either party may terminate this Agreement, in whole or in part, for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party. Termination for convenience shall include termination under R.C. Chapter 5705 due to a lack of sufficient appropriated funds to continue this Agreement.

**B. Termination For Inability to Agree on a Price Adjustment:** Either party may terminate this Agreement upon ninety days prior written notice if it is unable to agree with the other party as to a price adjustment within a reasonable period of time after such an adjustment becomes due. Should the County be dissatisfied with the price adjustment resulting from Section 7 of this Agreement and the parties' inability to agree, it may terminate this Agreement under this provision.

**C. Discontinuance of Operation:** Should it become necessary, for any reason, for one or more locations which together constitute the Facility to voluntarily or involuntarily discontinue operation as a place for housing prisoners for a definite, indefinite or permanent period, this contract shall become null and void with respect to that location.

**D. Consequences of Termination:** If this Agreement is terminated under any circumstances, the County shall pay TRITON for the Work acceptably performed by TRITON up to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for the Work acceptably provided shall survive the termination or expiration of this Agreement. TRITON'S responsibility to maintain insurance for events alleged to have arisen



proximately, be it directly or indirectly, out of this Agreement shall remain in effect for two years after its termination.

This Agreement may be terminated at one but not every location. If a location should be closed for any reason, TRITON will provide the County with a reduction in its not to exceed compensation under this Agreement attributable to such closed facility which shall thereafter be the price for the Work.

TRITON shall have no right to recover mobilization, demobilization, home office overhead expense nor anticipated lost profit in the event one or more Facility locations are closed, in whole or in part, or this Agreement is terminated, in whole or in part.

Upon the expiration or any termination of this Agreement:

1. The County and TRITON shall conduct a physical inventory of all supplies and equipment following which TRITON shall turn over to the County and account for all equipment and other property belonging to the County.

2. TRITON shall make available to the County for examination all data, records and reports concerning the Work and shall make available to the County copies of them upon request at no expense to the County.

TRITON shall have no right to recover anticipated lost profit or any other form of consequential damage in the event one or more Facility locations are closed before the term of this Agreement expires or this Agreement is terminated for any reason in whole or in part.

9. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

10. **CONFLICTS OF INTEREST:** TRITON covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed by TRITON. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

11. **RULES OF CONDUCT FOR TRITON PERSONNEL:** TRITON will provide a start-up team at the Facility for the first week to ensure a smooth transition. Thereafter, TRITON shall provide sufficient staff to perform preventative maintenance and repairs as required.

Both TRITON and the Sheriff shall designate a person to oversee and coordinate the Work's performance as well as address problems, issues, and disputes.

TRITON and all its employees, agents, vendors and independent contractors who will enter any Facility under any circumstances must attend such orientation classes and receive such training as is mandated by the Sheriff and the State of Ohio both before performance begins and as may be required by the Sheriff from time to time during performance. Such training will be provided by the County, but TRITON shall be responsible for compensating its staff for the time required to attend orientation and training. The Sheriff reserves the right to refuse to provide any person who has not attended and successfully completed orientation and training with any necessary security passes, pass codes, or other security measures which a Facility may require.

TRITON is responsible for control of any keys provided by the Sheriff, but the Sheriff shall not be under any obligation to provide TRITON with any keys. TRITON shall be responsible for immediately reporting all the facts relating to any loss or disappearance of keys or losses incurred as a result of break-ins to those areas. No keys to any part of the facility may be duplicated; all keys will be provided by the Sheriff will be recorded and signed for. Similarly, TRITON agrees that all tools and equipment entering the Facility shall be inventoried upon entering and leaving the Facility in accordance with policy and procedures provided to TRITON by the Sheriff.

TRITON shall provide the Sheriff with a complete roster and sufficient identifying information concerning its initial employees at the Facility fourteen (14) days before a TRITON employee desires to enter secure areas of the Facility with the understanding such information shall be used to conduct a background and security check. Thereafter, and on the same time frame, TRITON shall provide the Sheriff with the names and sufficient identifying information respecting any newly hired employee who is to work at the Facility to enable the Sheriff to conduct a background and security check. The County retains the right to thoroughly investigate and reinvestigate all current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended in order to ascertain whether such employee(s) may lawfully be employed with the Facility. The Sheriff reserves the right to charge \$50.00 per person for background checks. Eligibility for employment with TRITON under this Agreement at a Facility includes the proposed employee's satisfaction of the Sheriff's policies procedures and post orders. The County retains the right to initially determine and periodically review each TRITON employee's security status at the Facility. The County retains the right to make and alter its decisions on each TRITON employee's security status at the Facility. A violation of Facility rules is grounds to revoke an employee's security status at the Facility.

TRITON shall instruct all its employees, agents, suppliers, and subcontractors that all rules and regulations, policies, and procedures established by the Butler County Sheriff's Office shall be adhered to. In addition:

A. TRITON shall prohibit its employees, agents, suppliers, and subcontractors from personal use of telephone or office equipment provided for official County business.

B. All TRITON employees, agents, suppliers, and subcontractors shall be required to wear identification badges issued by the Sheriff's Office.

C. All TRITON employees, agents, suppliers, and subcontractors shall be required to comply with Butler County and State of Ohio rules and regulations.

D. No supplies, materials, or equipment provided, acquired, or utilized in the performance of this Agreement shall be removed from the corrections facility for personal use or used in any manner not provided herein.

E. TRITON employees, agents, suppliers, and subcontractors shall not fraternize with inmates. (This will be in Policy & Procedures which employees will be required to follow.)

The County shall provide reasonable and adequate physical security at all times for TRITON employees, suppliers, management and other authorized visitors. Unless adequate physical security is specifically defined and agreed upon in advance by and between the Sheriff and TRITON (including the allocation of any special costs to be incurred for extra security), the Sheriff shall afford the portion of the Facility used and occupied by TRITON with the same level of staffing and security as it provides generally to similar portions of the Facility. Neither the Sheriff nor the County warrants or represents to TRITON or its employees, management or staff, their agents, or TRITON'S suppliers or subcontractors that the Facility is free from the inherent danger of working within an environment where persons have lost their liberty due to their inability to comply with the laws governing a civilized society. The Sheriff will take such reasonable security measures as TRITON proposes provided the same are within the Facility's manpower and budgetary constraints. The County accepts no responsibility for TRITON employees, manager or staff or their agents or contracts who venture into areas of the Facility which their work does not require them to enter. While within the Facility, TRITON employees will observe all safety and security measures imposed by law and by the Sheriff or his designee.

**12. ASSIGNMENT AND SUBCONTRACTING:** TRITON may not assign or subcontract the whole or any subordinate portion of this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that TRITON may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with TRITON. A delegation of the performance of any portion of this Agreement to a contractor other than TRITON shall be treated as a subcontract.

13. **PRESS RELATIONS:** TRITON shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

14. **ENTIRE AGREEMENT and CHANGE ORDERS:** This Agreement represents the entire agreement and understanding between the County and TRITON and supersedes all prior negotiations, representations, impressions, understanding, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and TRITON with amendments to be effective as of the date stated in the amendment. A Change Order means an agreed upon addition to, deletion from, or modification to the terms of this Agreement. All Change Orders must be mutually agreed upon by the parties. Pending both parties' execution of a Change Order, TRITON will continue to perform and be paid as if no Change Order exists.

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of TRITON or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. **ACCREDITATION:** The facility is currently in compliance with State of Ohio standards. With respect to the service(s) TRITON provides that are considered in determining whether standards have been satisfied, TRITON shall be responsible for demonstrating compliance with all requirements.

18. **FORCE MAJEURE:** If a Facility should be damaged by fire, flood, riot or similar events, the County will determine after consultation with TRITON, whether and to what extent the Facility remains capable of occupancy. If a Facility is substantially damaged or destroyed by an event of force majeure, then the County may, at its option, continue with the contract at a reduced level or terminate without further obligation.

19. **PERFORMANCE BOND:** For the duration of this Agreement, TRITON will provide the County with a performance bond in the amount of 100% of the first year's charge for preventive maintenance service for each location being serviced within ten (10) days after the Agreement is signed by the County and TRITON.

20. **COUNTY RESPONSIBILITIES:** The County is responsible for performing the following duties under this Agreement:

- a. Provide security ID cards for all TRITON employees assigned to a Facility.
- b. Provide timely and secure access to Work sites.
- c. Provide parking for TRITON and its agents, vendors, and contractors limited to county-property in the areas designated by the Butler County Sheriff.

21. **INDEPENDENT CONTRACTOR:** The relationship of TRITON and the County shall be at all times that of an independent contractor and employer, with TRITON having full and complete liberty to use its own free and uncontrolled will, judgment, and discretion as to the means, method and manner of performing its duties hereunder. Nothing herein contained or done pursuant to this Agreement is intended to make or shall make TRITON, its agents, employees, vendors or contractors an agent, servant, partner, joint venturer, or employee of the County.

22. **THIRD PARTY BENEFICIARY:** TRITON and the County agree that, although this Agreement contemplates Work at a Facility which would benefit inmates County employees, business invitees, and visitors, this Agreement is not intended to confer any rights upon any person who is not a party hereto, including employees of TRITON.

23. **CHOICE OF LAW AND FORUM AND ALTERNATE DISPUTE RESOLUTION:** This Agreement is made under and will be construed in accordance with the law of Ohio without giving effect to Ohio's choice of law rules. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided, shall be decided in a court of competent jurisdiction within the State of Ohio applying Ohio law. The law of the State of Ohio shall govern the interpretation of this Agreement as well as the performance of the Scope of Services. In addition to any remedies the parties may have at law, equity, or otherwise, the parties may, by mutual agreement, choose to resolve any dispute arising under this Agreement through alternate dispute resolution procedures such as mediation, or, through arbitration in accordance with the Rules of the American Arbitration Association.

24. **DISCONTINUANCE OF OPERATION.** Should it become necessary for the County to discontinue operation of one or more locations for any reason, all or part of this contract shall become null and void with respect to such discontinued operation upon Notice to TRITON by the County. Discontinuance of one or more operations shall not be considered a breach of this Agreement and no recovery shall be permitted for loss of anticipated profit or any other consequence attributable to such discontinuance of operation.

25. **SURVIVAL OF PROVISIONS AFTER TERMINATION:** Provisions of this Agreement which must be necessary for the parties to settle accounts with each other or which are necessary to protect one party from the other respecting any sort of claims of third parties against either or both parties shall survive the termination or expiration of this Agreement.

26. **SECOND OPINION:** With regard to any Work to be performed, the County shall have the right to seek a second opinion as to the necessity for such Work and the condition of equipment or systems covered by this Agreement. Similarly, the County shall have the right to seek a second opinion as to the necessity for any proposed solution of TRITON to a malfunction or other operating situation and shall have the further right to select a different solution, repair or correction than the one proposed by TRITON. The County's determination as to the proper corrective measure to be taken shall be final and TRITON may register its disagreement. The County shall remain solely responsible for all costs, expenses and damages arising out of or resulting from the County's decision to proceed in accordance with the second opinion and not follow TRITON's proposed solution.

27. **TRITON'S WARRANTIES AND REPRESENTATIONS TO THE COUNTY:** As an inducement for the County to be awarded this Agreement, TRITON, for itself and for its agents, employees, vendors, and subcontractors, hereby represents and warrants to the County in connection with the performance of its services that:

A. TRITON warrants and represents to the County that with respect to its services under this Agreement, it possesses and will, at all times, exercise that level of professional care, skill, expertise, and experience necessary to safely and successfully accomplish its efforts as it is described in this Agreement and other contract documents in a prompt, efficient, timely, complete, competent, and safe manner;

B. TRITON warrants and represents to the County that in performing its services for the County it is capable of devoting and will continuously devote the necessary personnel and resources to enable it to give its best efforts and that TRITON will assign Work to the least expensive classification of its employees who are capable of performing the Work and shall charge the County at the rate of the least expensive qualified classification and shall complete work in a reasonable period of time without undue delay.

C. TRITON warrants and represents to the County that in performing its services for the County it will only utilize personnel possessed of the skill and experience necessary to fully, efficiently, effectively, completely, safely, professionally, and competently perform its services for the County.

D. TRITON warrants and represents to the County that it will perform its services for the County with the degree of skill and care observed by the mechanical services industry in performing the same or similar services.

E. TRITON warrants and represents to the County that it will comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing its services for County as well as policies, procedures and rules established by the Sheriff or his designee for the Facility, any violation of which may serve as the basis for discipline of any employee violating such rules, regulations, policies, etc.

- F. TRITON warrants and represents to the County that it has obtained and will maintain in force liability insurance coverages in the amounts provided herein.
- G. TRITON warrants and represents to the County that it and its employees assigned to duty under this Agreement are and will remain properly licensed to undertake its obligations under this Agreement in the State of Ohio.
- H. TRITON warrants and represents to the County that it has not knowingly made a misrepresentation of any material fact in its bidding material and its proposal was true, complete, current and accurate as of the date of the bid opening and TRITON has not knowingly omitted any material fact from its awarded.
- I. TRITON warrants and represents to the County that it will not knowingly make any false or material misrepresentation of fact in connection with the performance of its Work under this Agreement.
- J. TRITON warrants and represents to the County that its services shall be provided using chemically or alcoholically unimpaired, qualified personnel of sufficient number, and employing safe and suitable replacement parts, tools and equipment.
- K. TRITON warrants and represents to the County that any replacement parts installed in a Facility will be new, unless the County agrees in advance in each case to the use of used, reconditioned, or refurbished parts.
- L. TRITON warrants and represents to the County that it in performing its services, TRITON will comply with all Ohio and federal safety laws and regulations which are applicable to the Work being done so as not to knowingly or recklessly expose TRITON'S own employees or other employees on the site to an unreasonable risk of injury.
- M. TRITON warrants and represents to the County that it will educate and update itself from time to time as to all appropriate standards applicable to its operation at the Facility.
- N. TRITON warrants and represents to the County that any employees of TRITON or any of its contracting parties who test positive for a controlled substance without a legitimate medical reason will not be assigned to or stationed within the Facility, and TRITON will control the work assignments of anyone working for it that is taking a prescription drug for a legitimate medical reason so the person does not present a safety risk to himself/herself, other personnel, or the County's property.

O. TRITON warrants and represents to the County that it has examined the Facility in order to determine whether the County possesses sufficient equipment and facilities to permit TRITON to commence its duties under this Agreement and meet the obligations of this Agreement. Based on that examination TRITON has concluded that it is safe to begin work at the Facility. The County has made no representation or warranty to TRITON of the fitness of the facility for TRITON'S intended use of it.

P. TRITON warrants and represents to the County that all of its employees assigned to perform Work under this Agreement will be lawfully within the United States and lawfully entitled to work within the United States.

28. **EQUAL EMPLOYMENT OPPORTUNITY:** TRITON and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, TRITON agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without discrimination based, in whole or in part, on the criteria listed above.

29. **INSURANCE:** TRITON shall provide and maintain the following insurance coverages all of which shall name the County as an additional insured:

Worker's Compensation insurance as required by Ohio law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. TRITON may satisfy these requirements through a combination of primary and excess coverage.

The County and TRITON waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that TRITON provides for the County, its officers, employees, agents and servants shall only cover liability assumed by TRITON in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.



TRITON agrees that its acts or omissions during the course and scope of this Agreement which proximately cause injury to a County employee, which employee injury thereafter results in the County incurring worker's compensation liability to such injured employee shall result in TRITON reimbursing the County for the amounts of such payments. Conversely, the County agrees that its employees' acts or omissions during the course and scope of this Agreement which proximately cause injury to a TRITON employee, which employee injury thereafter results in the TRITON's incurring worker's compensation liability to such injured employee shall result in the County reimbursing TRITON for the amounts of such payments.

**30. INDEMNITY:** TRITON shall indemnify, defend, and hold the County, Sheriff, and his staff harmless from and against any and all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by TRITON or by anyone acting under TRITON'S direction or control or in its behalf in the course of its performance under this Agreement, provided however that TRITON's aforesaid indemnity and hold harmless obligation shall not be applicable, and the County shall remain subject to any and all liability for its negligence reckless or intentional acts independent of TRITON.

**31. COMPLIANCE WITH LAWS:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. This Agreement and its performance as well as any litigation or alternative dispute resolution procedures arising directly or indirectly from the existence or performance or nonperformance of this Agreement shall be governed by the laws of the State of Ohio and shall be heard and decided by a state or federal court with territorial jurisdiction over Butler County, Ohio.

**32. DISCOVERED CONDITIONS.** TRITON employees will report to the Sheriff any unhealthful mold, fungi, mildew, indoor air quality or any similar conditions discovered at the Facility.

**33. TAXES, LICENSES AND PERMITS.** TRITON shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits. The County is exempt from all sales, transportation and excise taxes, except for State of Ohio gasoline tax.

**34. NON-EXCLUSIVE RIGHT TO PROVIDE SERVICE.** This Agreement does not provide to TRITON an exclusive right to perform the Work described in this Agreement.

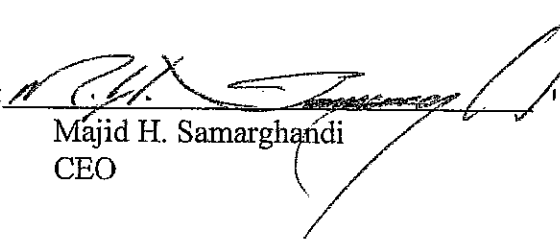
**35. PREVAILING WAGE.** TRITON represents and warrants to the County that it will comply with Ohio's prevailing wage law in the performance of both the Preventive Maintenance and Repair Service portions of this Agreement. TRITON'S proposal has identified certain prevailing wage rate classifications which are to be made responsible for providing the Repair Services described in this Agreement. TRITON warrants and represents to the County that the

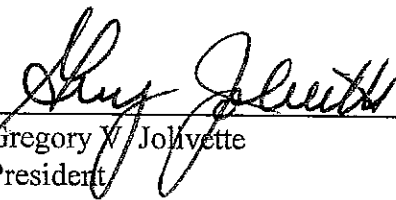
wage classifications it has identified in its proposal are complete, accurate and eligible to perform all of the repair services which maybe required by this Agreement regardless of the cost of the repair. To the extent TRITON has not identified or accounted for the proper wage classification necessary to perform repairs in excess of the prevailing wage rate threshold as defined by Ohio law, if any, such that a prevailing wage classification and rate not identified in TRITON'S proposal must be paid to comply with Ohio law which is in excess of the rates sent forth in TRITON's proposal, then, in such case, TRITON will pay the correct, legally required prevailing wage rate according to Ohio law, but the County shall not be obligated to indemnify or pay TRITON any difference to the extent it is more than the most comparable wage rate TRITON has identified in its wage classification in its proposal.

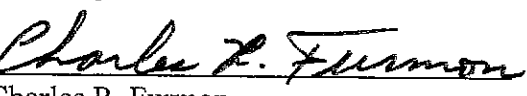
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

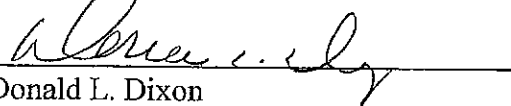
**TRITON Services, Inc.**

**Butler County Board of Commissioners  
State of Ohio**

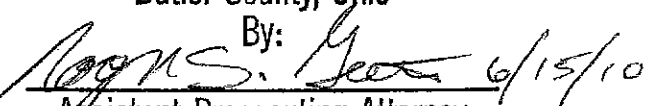
By:   
Majid H. Samarghandi  
CEO

By:   
Gregory W. Jolivet  
President

By:   
Charles R. Furmon  
Vice President

By:   
Donald L. Dixon  
Member

Approved as to form only:  
Robin Piper  
Prosecuting Attorney  
Butler County, Ohio

By:  6/15/10  
Assistant Prosecuting Attorney

**EXHIBIT A**

EXHIBIT A  
STATEMENT OF BUTLER COUNTY'S EXPECTATIONS RESPECTING  
PREVENTIVE MAINTENANCE AND REPAIR SERVICES

**Bidder's General Duties:**

1. Periodically examine each covered piece of equipment and its components to see that it is functioning properly and is in good operational condition.
2. Clean all components (inside and outside) of dust, old lubricants, etc., to allow the equipment to function as designed.
3. Paint all equipment as needed to prevent and protect against corrosion and deterioration.
4. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
5. Adjust all linkages, motors, drives, etc. that have drifted from initial design settings and positions.
6. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.
7. Repair the device by the addition of replacement parts, should the above maintenance not be adequate and the device is either not functioning or malfunctioning.
8. Replace the device by addition of replacement parts, should the above maintenance not be adequate.
9. Tear down major pieces of operational equipment such as refrigeration compressors, water chillers, boilers, refrigerator motors, seals, freezer compressors, etc. and overhaul periodically based on accumulated operating hours as specified by the equipment manufacturers, to prevent breakdowns and to extend the performance life and condition of said items.

### **Parts Replacement:**

1. All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired and/or replaced with new or remanufactured equivalent to new parts, components, or devices.
2. When repair equipment or parts or a newer design is available and is functionally equivalent and compatible, the newer design shall be used as the repair part.
3. The contractor shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the contractor, or by reason of any other cause beyond the control of the contractor, except ordinary wear and tear.
4. The contractor shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on past experience with similar systems.
5. The contractor shall provide and maintain a parts supply which shall be located at an site agreed upon between the contractor and the Sheriff. Critical, unique, or frequently used parts and supplies shall be stocked. Unless purchased by the County, this equipment shall remain the property of the contractor until used and/or installed in the mechanical system.

### **Control System Maintenance:**

1. Control system maintenance includes all parts, materials, and labor necessary to repair and, in addition, the necessary replacement of any units listed. All parts replacement shall be made with new parts. Equipment included is: temperature control system, thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, humidity controls, step switches, time clocks, recorders, control panels, gauges, air compressors (for pneumatic control systems), freezestats, and circuit cards, V.A.V. boxes, computerized control systems, and sensors (including computer software and hardware).
2. Contractor shall:
  - a. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

- b. Clean all components of dust, old lubricants, etc., to allow the equipment to function as designed.
- c. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- d. Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
- e. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings and optimum efficiencies.
- f. Repair the device by the addition of replacement parts, should the maintenance not be adequate.
- g. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to see that it is in good operating condition and at optimum efficiency.

### **Water Treatment**

1. The contractor need not provide a water treatment program designed to provide suitable preventive maintenance to preserve the equipment, maintain its efficiency, prolong its life, and avoid the malfunction or breakdown.

### **Hot Water Heating System**

The contractor shall drain system of existing water and chromate compound, if any, and refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate compound such as the borate nitrite type. Chemical shall be acceptable to environmental protection agencies as a non-pollutant.

### **Heat Exchanger System**

1. The contractor shall drain and completely flush heat exchangers when necessary.
2. The contractor shall use a chemical which is multi-duty scale and corrosion inhibitor. The chemical shall be a non-acid, non-chromatic, non-toxic, and shall be bio-degradable. The chemical used shall be approved by the Environmental Protection Agency as a non-pollutant.

### **Organizing and Establishing the Preventive Maintenance Program**

1. The contractor shall be responsible for scheduling the preventative maintenance.
2. The program of preventative maintenance shall list any special tools, lubricants, etc. that are required for maintenance of the apparatus concerned. Master records shall be maintained in the contractor's office and the contractor shall adhere to such schedules.
3. The contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment to be maintained.
4. The contractor shall provide, upon request, a complete explanation of the method by which they will accomplish the preventative maintenance and repair services required by this contract.
5. The contractor shall report to the owner's designee daily when on the job.
6. The Contractor must provide their own tools which must be secured according to conventional correctional safety methods.
7. The Contractor is responsible for maintaining the fire suppression system of the Butler County Correctional Facilities.
8. The Contractor will provide a computer system and software to manage the Maintenance Management services. The system must have the ability to interface with the County's Jail Management system.
9. The Maintenance Contractor or designee shall be present at all jail inspections and reviews as required by the Sheriff or his designee.

#### **Scheduled and Emergency Service**

1. Reserved for Future Use.
2. Emergency services, including overtime service, shall be included and shall be at no additional cost to the Owner. The contractor shall provide emergency service on a 24-hour, 7-day-a-week basis, all year. Response time shall be a maximum of one (1) hour or the Owner reserves the right to bill the contractor \$50.00 per hour for hours in excess of one (1) hour.
3. The contractor shall show proof of existing night and weekend emergency paging or notification system.

4. The contractor shall contact the designated officer-in-charge each duty day, Monday through Friday, to be briefed on any problems prior to the start of the normal work shift.

### **Special Conditions**

1. The contractor shall not be required to make safety tests and to install new attachments or additional controls or equipment as recommended by any governmental authority, nor to make replacement mentioned herein with parts or devices of a different design for any reason. The contractor shall be reimbursed for any expenses, parts or labor which are incurred because of the above-mentioned work.

2. The Owner will provide access to all devices which are to be serviced. The contractor shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed by the owners or their duly authorized representatives. The Owner will take responsibility for equipment malfunction where such access is denied.

3. The contractor shall have each person who performs service work to complete a report with a brief description of work performed. A copy of the service report is to be given to the Owner prior to leaving the job site.

4. Before leaving the premises, the service technicians shall submit detailed written service reports following each scheduled and unscheduled service action. Completed reports are to be presented by the service technicians to the officer in charge for review and signature upon completion of each day's scheduled work and all unscheduled repairs (trouble and/or emergency calls). Separate reports are required for each building on which work is performed each day, and by each technician. Combined reports covering more than one technician are not acceptable.

5. The service report system is to be supplemented by the Contractor's monthly and annual maintenance inspection and P.M. task schedule. The annual schedule must identify each piece of mechanical equipment and component. The schedule is to show all and the specific tasks to be performed on each item, and also show the planned frequency for each task and the specific months during which each will be performed.

6. The Contractor shall furnish all job labor, shop labor, and travel labor, including overtime and other labor-related expenses required for all planned service activities and for unscheduled work resulting from abnormal building environment condition. All repair and replacement labor, including labor and transportation cost required for parts or equipment procurement, will be the Contractor's responsibility.



7. Parts, supplies and components required to keep the systems operating properly and efficiently will be furnished by the Contractor. All consumables used in the service or repair of the system are the Contractor's responsibility. These may include, but are not limited to, Freon, lubricants, truck stock, and electrical supplies. It is the Contractor's responsibility to replace such items in a timely and expeditious manner. All items furnished shall be new or rebuilt with new parts. Used components or equipment will not be permitted, except as an emergency measure to keep the systems operating. Such a measure will be considered temporary and be followed with the installation of the correct new item as soon as available. Replacement components or equipment must be the same manufacturer as the original equipment and the identical model or current equivalent model of that manufacturer. If substitutions are necessary, due to obsolescence or delayed availability, the Contractor may use another manufacturer, providing he obtains written approval from the County prior to such substitution. Documentation required for substitutions shall include, but not be limited to:

- a. Original manufacturer, model, physical data and capacity of item being replaced.
- b. Reason for substitution: obsolescence or delayed availability.
- c. Substitute manufacturer, model, size, and capacity.
- d. Updated equipment list, identifying item changed, name of building and system.

Should Butler County discover that the substituted item is deficient in capacity, or equivalent quality, or lacking documentation, the Contractor will be obligated to replace that item with an item specified by the County at no additional cost.

## EXHIBIT B

**ORIGINAL**

**ADDENDUM #2**  
**BID FORM FOR HVAC EQUIPMENT MAINTENANCE**  
**AT BUTLER COUNTY JAIL FACILITIES**  
 Consisting of 2 Pages

For Both Preventive Maintenance and Repair Services, Butler County reserves the right to award one or more Contracts to one or more bidders based on the lowest and best bid as determined by Resolution of the Board of County Commissioners upon the recommendation of the Sheriff.

**Preventive Maintenance Bid Form**

**Please Enter Your Bid On The Basis Of An Annual Not To Exceed Cost**  
**(Each year Bid is for a 12 consecutive month period beginning on contract award)**

Preventive Maintenance Bids for Each Jail and Combination of Jail Locations Presented on an Annual Not To Exceed Amount For Each Year. Bidders are cautioned that Preventive Maintenance Bids are presumed to include parts and materials used or consumed to perform the Preventive Maintenance Service such as belts, lubricants, and coolant.

Location(s) Combinations of Locations	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year	years 4, 5, 6 Percentage Increase
705 Hanover Street Jail Only	14,940.00	15,084.00	15,672.00	4 %
434 South Second Street Jail Only	1,800.00	1,818.00	1,881.00	4 %
123 Court Street Jail Only	2,700.00	2,718.00	2,827.00	4 %
All three locations combined	19,440.00	19,620.00	20,380.00	4 %
Hanover and Court Street Combined	17,640.00	17,802.00	18,499.00	4 %
Court and South Second Combined	4,500.00	4,536.00	4,708.00	4 %
Hanover and South Second Combined	16,740.00	16,902.00	17,553.00	4 %

### Repair Bid Form

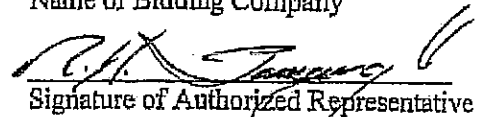
Please Place Your Bid On The Basis Of An Hourly Charge Plus Profit and Overhead and Any Equipment For Each Prevailing Wage Classification<sup>†</sup>  
(Each year Bid is for a 12 consecutive month period beginning on contract award)

The Price of Parts is not to be included in this Repair Bid Form.

Wage Classification	Bargaining Unit From Which Wage Taken	Hourly Wage	Add Here Profit, Overhead, Benefits, any needed Equipment			Totally Hourly Charge Per Employee in Classification		
			Yr 1	Yr 2	Yr 3	Yr 1	Yr 2	Yr 3
1st Yr Appt MES	LO 392	18.74	10.33	11.32	12.94	29.07	30.06	31.68
2nd Yr Appt MES	LO 392	19.69	10.73	11.81	13.70	30.42	31.50	33.39
3rd Yr Appt MES	LO 392	22.89	12.57	13.56	15.81	35.46	36.45	38.70
4th Yr Appt MES	LO 392	24.74	13.51	14.59	17.02	38.25	39.33	41.76
5th Yr Appt MES	LO 392	28.58	15.43	16.69	20.02	44.01	45.27	48.78
J.M. MES	LO 392	43.69	21.92	23.63	28.49	65.61	67.32	72.18

Bidder acknowledges receipt of Addendums #1 and #2. (check box to signify receipt)

Triton Services, Inc.  
Name of Bidding Company

  
Signature of Authorized Representative

Majid H. Samarghandi, CEO  
Printed Name & Title of Signing Party

<sup>†</sup> It is Understood and Agreed that the Prevailing Wage Rate and charges which are a part of that rate will be reset each time the State of Ohio resets the Prevailing Wage for a Wage Classification included in this Bid.