

15-099

EXHIBIT "A"

SPECIFICATIONS TOTAL SYSTEM MAINTENANCE SUMMIT COUNTY SAFETY BUILDING

The Contractor is required to read carefully the specifications for all parts of the work so as to become familiar with the work covered by the contract. The contractor shall visit the site and familiarize himself with the existing conditions before submitting his bid. No additional compensation will be awarded due to unfamiliarity. It shall be assumed that he has full knowledge of existing conditions and accepts them as is.

There will be a mandatory bidder's meeting on _____, at the Summit County Safety Building located at 53 University Ave., Akron, Ohio 44308. The meeting will begin promptly at 9:00 a.m. at the security station area on the ground floor level.

General Description of Building and Equipment

The Summit County Safety Building is a seven (7) floor structure with additional underground parking levels. Equipment to be serviced is located in B1 and B2 (parking levels), floors one, two, three, four, six, seven and the penthouse and roof areas. The fifth floor of the building is occupied by the City of Akron and is not included in the agreement.

Chilled water for a portion of the building cooling and hot water for the building heating system is supplied by the City of Akron Stubbs Building. Rooftop units supply the remaining cooling and heating requirements. Major pieces of equipment and approximate quantities are identified in the equipment list.

GENERAL SPECIFICATIONS

1. GENERAL

It is understood and agreed that the following conditions shall be part of the specifications of this contract. These general specifications shall be binding upon this contractor.

2. DEFINITIONS

Where the word "bidder" is used in the specifications, it shall be understood to mean any contractor submitting a bid to perform the work and supply the materials as defined in these specifications. Where the words "contractor or service company" is used in these specifications, it is understood to mean the successful bidder to whom the service contracted is awarded. Where the word

“owner” is used in these specifications, it shall be understood to mean the County of Summit and the duly authorized representative thereof.

3. SCOPE OF WORK

This specification covers five (5) years service to the specified HVAC and associated systems and components thereof at the Summit County Safety Building, 53 University Avenue, Akron, Ohio 44308.

4. PROPOSAL REQUIREMENTS

Before submitting a proposal, each bidder must make a careful study of the site and specifications and fully assure himself as to the extent of the work, the type and quality of the materials, and the type and quality of the workmanship required. The bidder must carefully consider and visit the places where the work is to be performed, the materials delivered and, should his proposal be accepted, he will be held responsible for any misunderstandings or error, whether or not it is the result of his unfamiliarity with the work. The proposal for this work must cover all contingencies – including all labor, material, scaffolding, replacement parts, equipment, rigging, tools, transportation, etc. necessary for the complete service on everything described, shown, or reasonably implied herein.

These specifications include all labor, materials, equipment, replacement parts, etc. necessary to keep all systems in good operating condition satisfactory to the owner. All items of labor, material or equipment not specifically required by the specifications but incidental to or necessary for the proper operation of the HVAC systems or reasonably implied in connection therewith, shall be furnished as if specifically required by the specifications.

The right is reserved to furnish any detail drawings which, in the judgment of the owner may be necessary.

5. DISCREPANCIES

In the case of any discrepancies, the subject shall be referred to the owner for decisions and the owner’s decision shall be binding, and without such decision, adjustments shall not be made by the contractor save at his own risk.

6. SUMMIT COUNTY REPRESENTATIVES

The Summit County representatives shall be the following and shall be called in the order noted below.

Roger Huffman	(330) 643-2809
Jon Holland	(330) 926-2492

7. BIDDER QUALIFICATIONS

The following requirements shall be considered as the minimum standards for a service company to be considered as qualified to provide services under this contract and shall be a prerequisite to any award:

- A. A period of ten (10) years' experience in the performance of HVAC maintenance as specified shall be considered a minimum. Bidder must submit evidence of year of experience with his bid.
- B. The service company shall maintain a field office and/or warehouse that is within fifty (50) miles of the facility to be serviced under this specification. Bidder must submit address of said facility with his bid.
- C. A minimum of two (2) local HVAC mechanics and two (2) local electronic technicians employed by the service company shall be residents in an area within a maximum of a fifty (50) mile radius of the facility to be serviced. Bidder must submit the names and cities of residence of these individuals with his bid.
- D. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the service company. Subcontracting portions of the system or services requested in this specification shall not be allowed without prior consent.
- E. The service company shall submit with his bid evidence of at least five (5) documented full-service maintenance contracts similar to that of this specification with documented continuous full service for at least five (5) years. This evidence shall include name, address, phone number, length of contract and type of equipment covered.
- F. The service company shall submit with his bid evidence of at least four (4) customers with whom he has completed a full responsibility contract similar to that of this specification for at least on (1) year in excess of \$40,000. This evidence must include at least name, address, phone number and type of equipment maintained.
- G. The service company shall submit with their bid evidence that indicates the use of a uniform detailed method by which preventative maintenance tasks are defined, scheduled, recorded, updated and processed. The service company's preventative maintenance program shall be a computer-generated based on manufacturer's recommended maintenance procedures and shall include provisions to build a historical data bank of all equipment being maintained. Simple hand-scheduled programs are not acceptable.

- H. The service company's service mechanics must use and submit to the owner upon completion of each service call, copies of the computer-generated sheets defining the tasks performed on each piece of equipment. The service company must submit with his bid sample sheets of these tasking sheets.
- I. A copy of the preventative maintenance work order form, which the service company plans to use, shall be submitted with his bid and must be approved by the owner.
- J. The service company shall submit with their bid, resumes of all personnel to be associated with this contract. Minimum resumes required are:
 - 1. HVAC Mechanic – (2)
 - 2. Service Manager – (1)
 - 3. Electronic Technician – (2)
- K. The service company shall submit with their bid, evidence satisfactory to the owner of its ability to troubleshoot, maintain, modify as required, and secure replacement parts for the Honeywell TREND Energy Management System.
- L. There will be a mandatory bidder's meeting on _____. The meeting will begin promptly at 9:00 a.m., and will include a tour of the Safety Building facility.

8. PARTS REPLACEMENT

- A. All parts, components or devices for the mechanical systems that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components or devices of the same manufacturer.
- B. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as a replacement.
- C. All repair and replacement parts, components and devices for the mechanical systems and equipment as listed shall be supplied by the service company and shall be included in the cost of the service program.
- D. All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the service company and shall be included in the cost of the service program: belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, etc.

- E. The service company shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the service company, or by reason of any other cause beyond the control of the service company except ordinary wear and tear.

9. SCOPE

The contractor shall be responsible for maintaining original design performance (O.D.P.) conditions for all equipment and systems covered under this specification.

The contractor accepts all equipment and systems as is upon submitting this maintenance proposal. Design, installation labor and materials required to keep systems at O.D.P. are the responsibility of the contractor and shall be effected at no additional charge to the owner. All HVAC equipment, appurtenant devices and systems that are related to the HVAC systems are the equipment to be maintained. The equipment not to be maintained under this contract are such items as foundations, structural supports, domestic water lines, drains, gas lines, unit cabinets, piping, electrical services (power), etc. Contract for HVAC maintenance will be awarded to include:

HVAC Preventative Maintenance

HVAC Emergency Maintenance

HVAC Equipment Repair

HVAC Equipment Testing & Calibration

HVAC Filter Service

Facility Management System Preventative Maintenance

Facility Management System Repairs

Facility Management System Software Upgrades

10. CLEANING

Upon completion of any work, the work area shall be cleaned of all refuse caused by work performed under this contract.

11. RUBBISH

The contractor shall not allow waste materials or rubbish caused by his employees to accumulate in or about the premises but shall have same properly removed.

12. EMERGENCIES

Because of the nature of the owner's facility, the contractor will be required to commence corrective action within two (2) hours of receipt of notification by telephone or otherwise from the owner that such an emergency exists. Failure of the contractor to adequately respond to emergency situations within the terms of the service contract will be grounds for the owner to seek assistance from whatever means available and back charge the associated charges to the contractor.

13. SERVICE HOURS

The contractor shall respond to emergency calls 24 hours per day, 365 days per year, at no additional cost to the owner.

14. PERFORMANCE REVIEW

- A. The owner's agent may review at any time the service provided and reports submitted to verify that the preventative maintenance is in fact being properly and adequately performed. Any lack of maintenance service complaints or deficiencies in the performance of the services shall be submitted to the service company in writing for correction.
- B. For problems or deficiencies of significant importance or of a continual nature, a time period for compliance shall be established after discussion and mutual agreement. Failure of the service company to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

15. EXTENDED EQUIPMENT OUTAGES

In the event equipment must be shut down for an extended period of time, the County of Summit shall be notified immediately of the delay and the measures being taken to put the equipment back in service. During situations involving extended outages of critical equipment, it shall be the contractor's responsibility to do whatever is necessary to minimize the delay.

16. EQUIPMENT MAINTENANCE SERVICE

- A. The specific quantities and sizes of major pieces of equipment shall be listed separately on the equipment list attached.
- B. The responsibility of the service company shall not be limited only to these major pieces of equipment as shown on the equipment list, but shall also include all appurtenant devices and systems that are related to heating, ventilating and air conditioning systems.

The maintenance and preventative maintenance includes all parts, materials and labor necessary to perform the service and, in addition, any necessary replacement of any units.

1. Heating system – Heat exchangers, heating coils, expansion tanks, steam traps, strainers, unit heaters, cabinet heaters, duct heaters, regulators, relief valves, air vents, bleeders, pumps, valves, related equipment and controls.
2. Cooling System – Compressors, condensers, pumps, fans, valves, cooling coils, terminal units, condensate pans and lines, condensate pumps, related equipment and controls.
3. Air Handling System – Fans, motors, air grills, plenums, drain pans, registers, air filters, dampers, linkages, make-up air units, mixing boxes, fan coil units, related equipment and controls.
4. Temperature Control System – Thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, timers, stepper switches, valve actuators, contactors, controllers, recorders, control panels, gauges, air compressors, control air piping, dryers, solenoid valves, control valves, sensors, photo cells, related equipment and controls.
5. Facility Management System – All components of the system to include software, programming, circuit boards, gauges, sensors, base & relay kits, transformers, modules, controllers, power supplies, panels, modems, end switches, DP switches, relay modules, differential pressure transmitters, extended digital controllers, extension and expansion modules, electro-pneumatic transducers, humidity transmitters, temperature sensing elements, thermostats, starters, 3-way valves, flow switches, oil filters, remote panels and key pads, sensing bulbs and wells, static air controls and sensors, isolation valves, manual valves, butterfly valves, heat trace, control contacts, and all electronic, digital and pneumatic controls and devices associated with this system.

6. Miscellaneous Equipment – Exhaust fans, manual valves, piping on all covered equipment to first connection, float valves, direct expansion valves, wheel valves, gate valves, air vents, bleeders, ball valves, auto electric drain valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starters to their respective motors, check valves, flow valves relief valves, butterfly valves, stop valves, heat trace systems, refrigerant piping and piping insulation, refrigerant, related equipment and control.

17. EQUIPMENT NOT INCLUDED

- A. Excluded items shall be considered as: Foundations, structural supports, fan ductwork, domestic water lines, drains, etc.
- B. This specification covers only equipment listed herein and/or in place at the time of the bidders' meeting. In the event the system equipment is added, then that portion shall be added or deleted as required and shall be in accordance with this specification.
- C. Service resulting from vandalism, misuse, abuse, operator error or site-related problems.

18. SERVICES INCLUDED

- A. The contractor shall be responsible for scheduling of the preventative maintenance and task functions to be performed on each scheduled call by calendar periods and operating hours as pertinent to each task. Master records shall be maintained in the owner's office and such schedules will be adhered to.
- B. The contractor shall have in his possession specific maintenance and repair procedures and parts lists for all equipment to be maintained.
- C. As work is scheduled, the contractor shall issue to the mechanic the recommended maintenance procedures and a listing of any special lubricants, tools, etc. required for proper maintenance of the equipment involved.
- D. As work is performed, it shall be checked off on the service sheets and then kept on file by the contractor with a copy being left with the owner. The Department of Physical Plants reserves the right to have access to the contractor's files within 48 hours of notification. These files must be kept for the life of the contract. This and all other work is to be performed in a

professional manner by properly trained personnel. All maintenance shall include parts, labor and materials. Preventative maintenance calls shall include checking the performance of all components and testing, adjusting, calibrating and cleaning of all system components.

- E. The contractor shall report to the owner daily when on the job. After each service call, a service report shall be left with the owner detailing work accomplished. Two of the scheduled service calls shall include the systems startup and shutdown for the appropriate season.
- F. The contractor shall provide maintenance and repair service to keep subject equipment in good operating condition as follows:
 - 1. Furnish and install as required all replacement and repair parts and/or system components.
 - 2. Furnish as required all labor, refrigerant, material, parts, components and supplies including freight and delivery. Note – all refrigeration controls are the responsibility of the contractor. In the event of damage caused by compressor failure, electric starters, isolation switches, etc., will also be the responsibility of the contractor.

19. SPECIAL INCLUSIONS

Repair and replacement of all moving parts which suddenly or accidentally fail including gears, motors, stators, bearings, shafts, contactors, etc. Also included is any sudden or accidental failure of tubes, cracking of vessels and refractories and resulting damage to other equipment. Anticipated equipment repairs and correctional steps determined to be required as the result of diagnostic tests are also included.

20. FACILITY MANAGEMENT SYSTEM

Any and all software revisions as designated by the manufacturer during the term of this contract shall be implemented and utilized as soon as they are commercially available at no additional cost to the County of Summit.

21. PREVENTATIVE MAINTENANCE

In addition to the established preventative maintenance program, the service company shall include as a part of their service:

- 1. A yearly spectrochemical oil analysis per refrigeration compressor with a written report to the owner.

2. Annual calibration of each thermostat, safety and operating control.
3. Annual inspection and testing of relief valves.
4. Clean/vacuum fin tubing/coils as needed for efficient heat transfer.
5. Inspect, clean and disinfect as needed but no less than quarterly, cooling coil drain pans assuring that they are draining properly and do not contain biological growth.
6. Air Filter Service – Replacement filters are to be as recommended by the equipment manufacturer and must fit properly so as not to allow the passage of air around them. Areas requiring the changes be done after normal hours will be accomplished at no additional cost to the owner. Filters on ceiling mounted and concealed fan coil units to be changed as required but not less than semi-annually. Filters on vertical floor mounted fan coil units and cabinet heaters to be changed quarterly. Filters on make-up air handling units to be replaced monthly.
7. Facility Management System – Semi-annually, exercise all control devices with manual command functions and verify proper response of field hardware. Check all alarms and overrides. Verify voltages, ground, inspect connections and review set points. Calibrate all temperature, safety and operating controls.

22. EMERGENCY SERVICE

The service company shall provide emergency service on an as-required basis. Emergency service shall be considered as calls in addition to the scheduled preventative maintenance calls.

- A. All labor, overtime, travel costs, parts, supplies and any other expenses incurred and expended on such a call shall be provided by the service company as shall be included in the cost of the service.
- B. The emergency service shall be provided as often as needed on a 24-hour basis – weekends and holidays included.
- C. The service company shall be capable of responding to an emergency situation within two (2) hours.

23. PARTS AND COMPLETE REPLACEMENTS

- A. The contractor will repair or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is excessive and it is mandatory to get a piece of equipment in operation.
- B. Damage obviously due to vandalism will be reimbursable by the County of Summit, Department of Physical Plants, to the contractor for replacement parts used plus the labor necessary to install.

24. SPECIAL CONDITIONS

- A. The contractor shall not be required to install new equipment or additional controls as recommended by any governmental authority. Contractor shall be reimbursed for any expenses, parts or labor, which are incurred because of the above-mentioned work.
- B. The contractor shall coordinate as required all mandated pressure vessel inspections at no additional cost to the owner.
- C. It is agreed that the County of Summit agent will provide general 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 County of Summit agent or other duly authorized representative. The County of Summit agent will take responsibility for equipment malfunction where such access is denied.
- D. The contractor shall not be liable for any loss, delay, injury or damage, whether direct or consequential, that may be caused by conditions beyond the contractor's direct control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, floods and other acts of God.
- E. The following items pertaining to the system are not included under this agreement:
 - 1. Maintenance or repair of electrical wiring (other than as related to control system), plumbing, oil storage tanks, oil and/or gasoline and domestic water lines.

25. GENERAL CONDITIONS

1. This maintenance contract shall begin as soon thereafter as possible, and continue for a period of five (5) years. The County of Summit Department of Physical Plants may terminate this contract at any time by giving thirty (30) days written notice by certified mail. Should cancellation occur, a refund of the sum paid by the County of Summit Department of Physical Plants would be pro-rated on the basis of unused portion of the contract period paid for. No service charge, handling fees or other penalties for cancellation will be accessible.
2. Both parties must agree that the contract is not transferable or assignable.
3. It is further understood that no other agreement – oral or written – expressed or implied – shall limit or qualify the terms of this agreement unless such additional agreement is accepted in writing by both parties.
4. It should be further understood that, should any major components of the system be replaced by the County of Summit agent, a credit shall be issued by the contractor pro-rated over the period of time in the contract period during which service and repair of the new equipment is covered by the manufacturer's or installer's warranty.