

EXHIBIT A

Scope of Work

The contract executed by the successful proposer will substantially follow this Exhibit A – Scope of Work.

Contractor will provide the following preventative maintenance and repair work for the City of Pascagoula, Mississippi facilities:

1.0 PREVENTATIVE MAINTENANCE

1.1 SCOPE OF WORK

Basic Description of Services Included:

1. Examine each piece of equipment and device to see if that it is functioning properly and is in good operational condition, testing for excessive vibrations; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; safety controls; crankcase heaters; control system(s), etc., and inspecting for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil or refrigerant leaks, etc.
2. Clean all components of dust, old lubricants, etc. to allow equipment to function as designed, cleaning coil surfaces, fan impellers and blades, electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
3. Paint all equipment as needed to prevent and protect against corrosion and deterioration.
4. Lubricate all equipment where needed to prevent and protect against corrosion and deterioration, lubricating motors; fan and damper bearing; valve stems; damper linkages; fan vane linkages, etc., as directed by scheduling system and on an as-needed basis.
5. Clean and inspect HVAC ducting-venting systems.
6. Align belt drives; drive couplings; air fins, etc.
7. Calibrate safety controls; temperature and pressure controls, etc.
8. Tighten electrical connections; mounting bolts; pipe clamps; refrigerant pipe fittings; damper sections, etc.
9. Adjust all linkages, motors, drives, etc. to optimum settings and positions, adjusting belt

tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

10. Calibrate all sensing, monitoring, output, safety, and read out devices for proper ranges, settings, and optimum operation.
11. Replace all moving parts and devices when the above maintenance is not adequate.
12. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency.
13. Water treatment system shall include hot water system, steam system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled and hot water circulating pumps.

Services included:

- a. The service company shall provide the necessary labor and chemicals to properly maintain all water within the heating and cooling circulating system to control metal corrosion, scale formation, biological fouling, or contaminated discharge.
- b. The chemicals must meet OSHA, EPA, and DEQ requirements for safety to personnel and the environment. All chemicals supplied must meet manufacturer's requirements, must be biodegradable, and all discharge effluence must be nonpolluting.
- c. For open cooling tower system, an automatic monitoring system shall be supplied to provide continuous water analysis. This equipment shall be programmed on a real time basis, to analyze the quality of the circulating water and automatically adjust the chemical feed rates and bleed intervals based on the level to total dissolved solids, and without effect from variances in water temperature. The controller shall incorporate emergency fail-safe features, which shall result in a visual alarm during emergency conditions that may result from high concentration conditions.
- d. All necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to install this monitoring equipment shall be supplied by the service company and shall be included in the cost of this agreement.
- e. The service company shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services outlined above.
- f. For hot water heating systems and chilled water systems, the service company shall perform the following:
 - i. Drain system of existing water and chromate compounds.
 - ii. Refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a not-chromate corrosion inhibitor such as the borate nitrate type. It shall be acceptable to the pollution agencies to be a non-

- pollutant.
- g. The service company shall assume all responsibility for any hazardous materials and dispose of them as required by the governing authorities.
14. All pneumatic and electrical temperature controls related to the maintained equipment are included as part of this agreement. This includes, but is not necessarily limited to: all thermostats, pressure controls, relays, limits, valves, damper motors, humidity controls, steps switches, time clocks, controllers, capacity controls, safety controls, recorder control panels, gauges, air compressor (for pneumatic controls), etc.
15. Air filter services will be performed on all air handling equipment maintained under this agreement.
1. Andrew Johnson Recreation Center
 2. Pascagoula Public Library
 3. Pascagoula Recreation Center
 4. Police Station

Filter replacement schedules will be arranged according to Contractors best judgment, but no less than four (4) changes per year.

The service company shall provide all personnel, parts, materials, test equipment, tools, and services necessary to maintain all systems.

The service company shall maintain, in their local office, an adequate inventory of replacement parts, components, and all necessary tools and test equipment to effect prompt service and response.

1.2 SCHEDULE

The Service Company shall provide a schedule for preventative maintenance on all HVAC equipment and boiler and associated controls as described above at a minimum, for review and approval by the City. Schedule must meet the minimum requirements spelled out in this Exhibit A and will be the basis for reporting to the City regarding completed work, and basis for requesting payment for preventative maintenance services.

1.3 EXCLUSIONS

Maintenance services for portions of the systems and equipment that are not part of the HVAC system are excluded from preventative maintenance requirements. Excluded items shall be

considered as: foundations, structural supports, domestic water lines, plumbing, oil lines, gas lines, piping, and oil storage tanks.

The service company shall provide a report of any work that is in need of attention, but is not included in the preventative maintenance schedule.

1.4 DOCUMENTATION AND REPORTING REQUIRED

- A. After each service call is completed, a service report shall be furnished to a designated representative of the City of Pascagoula for signature.
- B. The specific quantities, sizes, and model numbers of the major pieces of equipment shall be inventoried by the service company and a copy of this inventory shall be provided to the City of Pascagoula representative.
- C. On a semi-annual basis, the service company shall advise and assist in the determination of improvements to the mechanical and control systems that shall conserve energy and minimize utility.

2.0 REPAIR

2.1 STANDARD RESPONSE

The service company shall be responsible for making all repairs and replacements not caused by negligence or misuse by other than the service company. When necessary repairs are identified during normal preventative maintenance, work may be scheduled at the discretion of the Service Company, provided the system requiring repair remains in service.

- A. All moving parts, components, or devices for the HVAC system, as listed above, that are worn or not in proper operational condition, shall be repaired or replaced with new parts, components, or devices.
- 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 the replacement.
- C. All repair and replacement moving parts, components, and devices for the system, as listed above, shall be supplied by the service company and shall be included in the cost of the service agreement.

2.2 EMERGENCY RESPONSE

When repairs are necessary because a system is not functioning properly, the service company shall respond to a request for service within two (2) hours of the initial call for service, and shall proceed with repairs as quickly as feasible.

- A. Emergency service on an as needed basis will be provided 24 hours per day, on a 24-hour basis, weekends and legal holidays included, and shall be considered as calls in addition to scheduled preventative maintenance calls or standard repair work.
- B. All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on an emergency call shall be provided by the service company and shall be included in the cost of the service program.
- C. The service company shall provide a regular toll-free telephone number which must be answered by persons trained on HVAC systems and under the direct employment of the service company

2.3 EXCLUSIONS

- A. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
- B. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- C. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies of dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies or other causes beyond control of Contractor.

3.0 TERMS AND CONDITIONS

3.1 ACCESS

Customer shall permit Service Company representatives free and timely access to areas and equipment and allowed to start and stop the equipment as necessary to perform required services. The service company shall be free to start and stop all equipment incidental to the operation of

the HVAC systems as arranged with the building representative. All planned work under this Agreement will be performed during normal working hours, which may vary between various City buildings.

3.2 COST ADJUSTMENTS

The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs. If an adjustment is desired, written justification for the adjustment must be submitted in writing a minimum of forty-five (45) days prior to the renewal date for consideration by the City Council. An adjustment is only in effect once approved by Council action.

3.3 PAYMENT

Total Annual Service Contract Cost shall be paid in twelve (12) even payments, invoiced monthly by the Service Company. The City will promptly pay invoices within forty-five (45) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Company may stop all work under this Agreement without notice or cancel this Agreement.

3.4 ENVIRONMENTAL REQUIREMENTS

All work, all products, equipment, materials, and tools, and all disposal of any by-product of the work shall be completed in strict accordance with applicable laws and regulations. Documentation of any product source, use, or disposal shall be made available to the City if requested.

3.5 TERMINATION OF CONTRACT

- A. Either the City or the Service Company may terminate this Agreement after giving thirty (30) days advance written notice.
- B. In case of any failure to perform to obligations under this Agreement, Service Company's liability is limited to repair or replacement, at its option, and such repair or replacement, along with attorneys' fees and expenses incurred in the pursuit thereof, if any, shall be City's sole remedy. This warranty is conditioned upon proper operation and maintenance by City and shall not apply if the failure is caused or contributed to by the accident, alteration, abuse or misuse and shall not extend beyond the term of this Agreement.

3.6 MISCELLANEOUS

- A. The Service Company agrees that the proposed prices are based on his own knowledge and judgment of the conditions and hazards involved and not upon any representation of any employee of the City of Pascagoula.
- B. The Service Company shall defend, indemnify and hold harmless the City of Pascagoula, its agents and employees from and against all liability as a result of his performance in regards to any work performed under this contract. The defense and indemnity obligations contained herein shall survive the expiration of this contract. If any portion of the foregoing indemnity clause is determined to be in contravention of applicable law or otherwise invalid or unenforceable, that portion shall be deemed severable and the foregoing indemnity clause shall be reformed to provide the maximum enforceable defense and indemnity in favor of City (and its agents and employees) as permitted by applicable law.
- C. The Service Company shall not assign or transfer its interest in this contract to any individual or entity without the prior written consent of City.
- D. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both City and the Service Company.
- E. In the event any provision of this contact shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the City and the Service Company. One or more waivers by either City or the Service Company of any breach of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach.

Exhibit B

City Facilities Inventory

Building

Address

Andrew Johnson Recreation Center	1402 Tucker Avenue
Bayou Casotte Fire Station	3616 Scovel Avenue
Bayou Casotte Water Treatment Plant	3608 Scovel Avenue
Beach Park Concession Stand	600 Park Street
Central Fire Station	1707 Jackson Avenue
City Hall	603 Watts Avenue
Communny Street Water Treatment Plant	1103 Communny Avenue
Criswell Water Treatment Plant	2511 Criswell
I.G. Levy Building	3900 Chicot
Lake Avenue Fire Station	1411 Lake Avenue
Pascagoula Public Library	3214 S. Pascagoula Street
Pascagoula Recreation Center	2935 Pascagoula Street
Planning & Building, Engineering, Code Enforcement	4015 14 th Street
Police Training Academy	7804 Bayou Cumbest Rd
Police Station	611 Live Oak Avenue
Public Works Building	4011 14 th Street
Scranton Nature Center	3928 Nathan Hale Avenue
Senior Center	1912 Dr. Reuben P. Morris Drive
Soccer Complex	6001 North Tillman Street
Tucker Street Ball Complex	1813 Tucker Avenue
Utility Billing/Comm Dev.	622/630 Delmas Avenue

Bldg Location	Qty	Model	Type Equipment
Andrew Johnson Recreation Center (Filter Service)	2	Carrier	15 Ton Cond Unit
	1	Carrier	5 Ton Split System
Bayou Casotte Fire Station	1	Rheem	5 Ton Split System
	2		Gas Fired Unit Heaters
Bayou Casotte Water Treatment Plant	1	Schreiber	3 Ton Process Chiller
	1	Carrier	7.5 Ton Package Unit
	1	Carrier	5 Ton Split System
	1	Reznor	Gas Fired Unit Heater
Beach Park Concession Stand	1		3 Ton Mini Split Heat Pump Cond Unit
	2	EMI	1.5 Ton Mini Split Air Handler
Central Fire Station	1	Carrier	4 Ton Split System
	1	Carrier	7.5 Ton Split System
	1	Carrier	3 Ton Split System
	7		Gas Fired Unit Heaters
City Hall	1	Rheem	3 Ton Split System
	1	Carrier	7.5 Ton Split System
	1	Carrier	10 Ton Split System
	1	Majic Air	3 Ton Split System

	1	Fujitsu	1 Ton Mini Split System
Code Enforcement & Engineering	2	Bard	3 Ton Package Wall Unit
Communny Street Water Treatment Plant	1	Carrier	7.5 Ton Package Unit
	1	Schreiber	3 Ton Process Chiller
Criswell Water Treatment Plant	1	Carrier	7.5 Ton Package Unit
	1	Schreiber	3 Ton Process Chiller
I.G. Levy	1		4 Ton Package Unit
	1		5 Ton Package Unit
Lake Avenue Fire Station	1	Carrier	3 Ton Split System
	1		Gas Fired Unit Heater
Pascagoula Public Library	1	Marley	200 Ton – 20 HP Cooling Tower
	2	Trane	100 Ton Screw Chiller
	1	ACP	Duplex Air Compressor
	1		Air Dryer
	1		HVAC Control System
	1	Raypac	40 Blr HP Boiler
	2	Alis Chamblis	30 HP Condenser Pump
	2	Alis Chamblis	10 HP Chilled Water Pump
	2	Allis Chalmers	5 HP Hot Water Pump

	1		Variable Speed Drive for 45 Ton Air Handler
	1		Variable Speed Drive for 200 Ton Air Handler
	1		Variable Speed Drive for 5 HP Water Pump
	1	Trane	5 HP Air Handler
	1	Trane	7.5 HP Air Handler
	1	Trane	10 HP Air Handler
	1	Trane	25 HP Air Handler
Pascagoula Rec. Center	2	Carrier	2 Ton Split System
Filter Service	4	Carrier	3 Ton Split System
	2	Carrier	7.5 Ton Split System
	2	Carrier	15 Ton Package Unit
	1		Ice Machine
Planning & Building	1	LG	4 Ton Mini Split System
Police Training Academy	2	Trane	5 Ton Top Central Unit
	2	Mitsubishi	2 Ton Mini Ductless Split System
Police Station	1	Evapco	2 HP Cooling Tower
Filter Service	1	Lochnivar	20 Blr HP Boiler
	1	Wellnman	7.5 HP Hot Water Pump
	1	Carrier	1.5 Ton Water Source Heat Pump
	1	Carrier	4 Ton Water Source Heat Pump
	1	Carrier	5 Ton Water Source Heat Pump
	2	FHP	3 Ton Water Source Heat Pump

	1	VERSATIC	1.5 Ton Water Source Heat Pump
	5	VERSATIC	2 Ton Water Source Heat Pump
	1	VERSATIC	3 Ton Water Source Heat Pump
	4	VERSATIC	4 Ton Water Source Heat Pump
	1	VERSATIC	7.5 Ton Water Source Heat Pump
	1		HVAC Control System
	1		Ice Machine
Public Works Complex	1	Goodman	2 Ton Split System
	1	Bryant	4 Ton Split System
	1	Bryant	5 Ton Split System
	2		Ice Machines
Scranton Nature Center	1	Rheem	5 Ton Split System
	1	Rheem	4 Ton Split System
Senior Center	1	Trane	2 Ton Split System
	2	Trane	4 Ton Split System
	2	Trane	5 Ton Split System
	2	Trane	7.5 Ton Split System
	2	EMI	6000BYU- 1 Ton Ductless mini split system
	1	Addison	25 Ton Split System
	1		Ice Machine
Soccer Complex	1	Carrier	5 Ton Split System
	1		Ice Machine

Tucker Street Ball Complex	2		Ice Machine (in storage)
Utility Billing/Comm Dev.	1	York	10 Ton Split System - Rooftop
	1	Borg Wagner	10 Ton Split System - Rooftop
	1	Borg Wagner	5 ton Split System - - Rooftop
	1	Carrier Gas Pack	10 Ton Rooftop Package System

Exhibit C

City HVAC Maintenance Services Price Sheet

BASE BID:

Total Annual Service Cost: _____

Notes or Exclusions:

Hourly Pricing (for requested work outside of covered services):

Regular	\$ _____	(Monday through Friday, 8:00a.m. - 5:00p.m.)
Overtime	\$ _____	
Holiday/Sunday	\$ _____	

Notes or Exclusions:

DEDUCTIVE ALTERNATE:

Deductive Alternate represents a total annual reduction of contract price reflecting the removal of filter replacement for all units. All other preventative maintenance and repair work to remain in the contract.

Deductive Alternate Total Reduction in Cost: _____