



Long Island Rail Road

VIA ELECTRONIC AND CERTIFIED MAIL

CERTIFIED MAIL NO. 7018 1830 0001 4183 5620
RETURN RECEIPT REQUESTED

April 22, 2024

Ricardo Sanchez, General Chairman
International Brotherhood of Electrical Workers
38B Church Street
Patchogue, NY 11772

Re: HVAC Preventive Maintenance and Repair Service – LIRR Facilities, Stations, and Yards in Nassau/Suffolk Counties

Dear Mr. Sanchez:

This courtesy letter is to advise you of the intention of the Long Island Rail Road (“LIRR” or “Carrier”) to utilize a third-party contractor for the above-referenced project. The work intended to be contracted out and the Technical Scope of Work, including designations of LIRR force account involvement, for this project is enclosed to this letter under separate cover.

The maintenance, repair and upgrading of LIRR HVAC systems is not normally or customarily performed by IBEW electricians. However, the Organization is being advised of the Carrier’s plans as a courtesy and so that it will not be misconstrued as being an invasion of the Scope Rule of the Agreement.

This letter is intended solely to advise the Organization of the Carrier’s plans. In the event you wish to discuss this project further, please do not hesitate to contact the undersigned. At the present time, the Carrier will proceed with the necessary arrangements to ensure the timely completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth J. Blau".

Seth J. Blau
Director – Labor Relations

Enclosure

cc: P. Dietlin, E. McGoldrick, D. Olson, A. Briffa, G. Jacob, M. Kellers, B. Lewis, M. Camilleri, J. Hannigan, K. Meyer, K. Coughlin, D. Raskin, A. Conway, S. Schmit (IBEW), J. Klein (IBEW)

Maintenance, Repair and Upgrade of Heating, Ventilation and Air Conditioning Equipment at LIRR Facilities, Stations and Yards

Nassau & Suffolk Counties

Revised April 15th 2024

TABLE OF CONTENTS

Section 1 - Scope of Work

Section 2 - Staffing Requirements

Section 3 - Preventive Maintenance

Section 4 – Service and Repairs

Section 5 - Work Hours/Scheduling and Work Authorization(s)

Section 6 - Invoicing

Section 7 - Maintenance Management System

Section 8 - Additional Requirements

Section 9 - Handling of Refrigerants

ATTACHMENTS

1. Preventive Maintenance Check List
2. Equipment List & Preventive Maintenance Schedule

1.0 SCOPE OF WORK

The purpose of a Heating, Ventilating, and Air Conditioning (HVAC) system is to provide thermal comfort to occupants within an environment and maintain good indoor air quality through filtration. The goals of this contract are to:

- Optimize HVAC system operations
- Increase system efficiencies and reduce energy consumption
- Achieve equipment life expectancy
- Reduce Indoor Air Quality (IAQ) issues and end-user complaints
- Provide occupants with thermal comfort to increase productivity

An effective service and maintenance program is essential for achieving these goals. This specification defines the labor, materials, equipment, and supervision required by the Long Island Railroad (LIRR) to perform service and inspections on HVAC equipment in Nassau and Suffolk Counties.

- 1.1 The Contractor shall furnish all labor, parts, materials, equipment, supervision, etc. to provide the LIRR with the following services to its HVAC equipment:
 - a) Preventive maintenance
 - b) Repairs (corrective and emergency)
 - c) System calibrations, upgrades, and modifications
 - d) Equipment installation/replacement
 - e) Inspections (environmental monitoring, field and office support)
- 1.2 HVAC equipment is located at approximately seventy-one (71) LIRR Ticket Offices and Support Facilities in Eastern Queens, Nassau County, and Suffolk County as indicated in the Equipment Schedule (see Attachment 2).
- 1.3 It shall be understood that LIRR existing HVAC equipment includes, but is not limited to, central air conditioning equipment, exhaust and fresh air fans, return fans, gas fired heating & ventilating units, gas fired make up air units, split systems, combination heat/air conditioning units, in line duct heaters, duct furnaces, cooling towers and all associated controls, switches, contactors, and other interconnected devices.
- 1.4 All bidders will be invited to a mandatory pre-bid walk through at select locations associated with this contract. Bidders will have the opportunity to thoroughly familiarize themselves with the equipment and conditions under which the work will be performed. Upon request, an LIRR representative

will accompany a bidder to a specific location not covered in the pre-bid walkthrough. The submission of a proposal shall be construed as evidence that the bidder attended the pre-bid walkthrough, has complete knowledge of site conditions, and accepts responsibility for all field conditions as is. Any later claim for extra payment because of difficulties encountered will not be allowed.

- 1.5 All work shall be performed in strict accordance with the HVAC equipment manufacturer's specifications as well as ASHRAE and industry best practices.
- 1.6 Consumables for preventive maintenance shall be covered under this contract. Billing for materials used for work other than preventive maintenance (e.g. corrective or emergency repairs) shall be covered in Section 4.
- 1.7 Contractor is responsible for all electrical work from load side of the equipment's electrical disconnect, including any fuses within the electrical disconnect, Safety Switch, or Circuit Breaker closest to the equipment. All control wiring is the Contractor's responsibility.
- 1.8 Gas Equipment, Steam, Condensate & Water Piping shall be the Contractor's responsibility from the isolation valve closest to the unit. The general piping that runs through the buildings to and from a piece of equipment after the union (fitting) as noted above are the LIRR's jurisdiction.
- 1.9 It shall be further understood that all apparatus, devices, etc. attached to or connected to a device or piece of equipment shall be considered part of the equipment for purpose of this contract.
- 1.10 All labor performed by onsite staff for emergency and corrective repairs, are included in this contract in accordance with Section 2.
- 1.11 Prior to any installation, repair, or upgrade, the Contractor shall submit detailed documents including specs, drawings, and proposed rigging plans to the Project Manager or Designee for approval two (2) weeks prior to said installation or upgrade.
- 1.12 The Contractor shall document all work performed and provide a detailed list of labor and materials used. All repairs and replacements to the HVAC System shall be approved and verified by the LIRR Project Manager or Designee prior to work being performed.

2.0 **STAFFING REQUIREMENTS**

The Contractor shall staff this contract with the level of personnel necessary to satisfactorily maintain, inspect, and service all HVAC equipment according to the standards established by these specifications.

The contractor shall be required to provide daily a minimum of:

- A. **LEAD TECHNICIAN:** A minimum of one (1) full-time service person having the title of Lead HVAC Journeyman or HVAC Mechanic "A" will be assigned to the eight (8) hours per day from 7:00 AM to 3:30 PM five (5) days a week (Monday-Friday), in accordance with requirements detailed in this document. This individual will function as the vendor's on-site supervisor and liaison to LIRR personnel. The Lead Technician will provide the LIRR with daily supervision of all vendor's staff onsite, coordinate and perform all service needs, trouble calls, Preventative Maintenance, Corrective and Emergency Repairs, Trouble shooting and all other duties as may be assigned by the Project Manager or designee and be applicable to ensure the performance of this contract.

The Lead Technician must possess EPA certification (Certificate submission along with resume required) and have five (7) years of consistent experience in the field of commercial HVAC (references required). On a daily basis the Lead Technician shall oversee equipment operations within the first 30 minutes of arrival each morning for any overnight malfunctions.

- B. **MAINTENANCE TECHNICIAN:** a minimum of one (1) full time service person having the title of HVAC Journeyman or HVAC Technician "A" must be assigned to eight (8) hours per day from 7:30 AM to 3:30 PM (Monday-Friday), in accordance with requirements detailed in this document. The Contractor must provide documentation to support those qualifications. The Maintenance Technician will perform all service needs, trouble calls, Preventative Maintenance, Corrective and Emergency Repairs, Trouble shooting and all other duties as may be applicable to ensure the performance of this contract. This individual will provide the LIRR with daily performance of any duties as may be applicable to ensure the performance of this contract. The Maintenance Technician is not an apprentice level position and must be able to work independently of the Lead Technician on the performance of the duties assigned. **The LIRR reserves the right to dismiss technicians or any other of the Contractor's personnel immediately and without reason.**

The following outlines additional staffing requirements of this contract:

- 2.1 The Contractor shall submit, with their bid, a company profile with proof of at least **five (7) years** of experience servicing commercial HVAC equipment. Along with proof of experience, the Contractor shall submit a listing of the Contractor's current customers having HVAC systems comparable in magnitude and complexity to this contract. The LIRR reserves the right to review and contact past and present HVAC customers.
- 2.2 The Contractor shall be authorized and certified by Air Conditioning Contractors of America (ACCA) and the Sheet Metal and Air Conditioning Contractors National Association (SMACNA). Copies of said certifications shall be submitted with Contractor's bid.
- 2.3 The Contractor shall provide an operations manager who is reachable by phone and email during normal business hours. This operations manager must be familiar with the LIRR contract. The operations manager must be

reachable outside of normal business hours in the event of an emergency.

- 2.4 The Contractor shall directly employ a minimum of Five (5) full time HVAC technicians qualified to work on commercial heating, ventilation, and air conditioning equipment.
- a) Technicians are required to have at least five (7) years of consistent experience in the field of commercial HVAC (references required). Detailed resumes of the technicians shall be submitted with Contractor's bid to demonstrate their experience.
 - b) The Contractor's technicians shall possess an EPA universal refrigerant license and 10-HR OSHA training certificate. Copies of licenses and certifications shall be supplied with Contractor's bid.
 - c) The LIRR reserves the right to review work history and certifications of all technicians in order to verify the minimum requirements are met.
- 2.5 If needed, the Contractor shall be capable of directly contracting the services of a mechanical engineer to design modifications to the HVAC systems. The mechanical engineer must have earned a B.S. degree from an ABET accredited college or university and have a minimum of 3 years of HVAC design experience. The LIRR reserves the right to review work history and credentials of all mechanical engineers in order to verify the minimum requirements are met.
- 2.6 The Contractor is responsible for all training as it relates to its employees' safety and regulatory requirements. Contractor shall maintain records auditable by LIRR at any time, to demonstrate their employees have been trained in accordance with the applicable governmental laws and regulatory requirements.
- Prior to any hot work or work with the potential to cause a fire, the Contractor must receive a Hot Work Permit from LIRR's Office of the Fire Marshall. The Contractor shall provide fire blankets and the proper fire extinguishers. The Contractor shall provide a fireguard in possession of a Certificate of Fitness issued by NYC FDNY(G60 , F60). The fireguard personnel shall be in addition to the torch operator.
- 2.7 The Contractor shall submit with their bid a background check of all employees expected to work on LIRR property.
- a) If additional staff is required, the Contractor must submit their resumes and background checks for approval at least three (3) days prior to being on-site.
 - b) All Contractor personnel must be approved by Project Manager or Designee prior to working at any LIRR facilities. The LIRR reserves the right to refuse permission of such personnel previously authorized at any time without reason.
- 2.8 Any additional personnel required to fulfill the maintenance and service

specifications of this contract shall be approved by the Project Manager or Designee prior to coming on LIRR property. The starting and ending times of such additional staff shall be agreed upon by the Project Manager or Designee.

- 2.9 While on LIRR Property, all personnel are required to visually display LIRR issued Identification Tag as per the Security Plan and Work Site Security Policy detailed in the Invitation for Bid document.
- 2.10 All personnel are required to have proper working attire (Company Uniform) with Company logo displayed and proper Personal Protective Equipment (PPE) (Safety Shoes, Safety Glasses, Helmet, Vest, Gloves, etc.).
- 2.11 During the duration of the Contract, the Contractor is responsible for being compliant with any changes to applicable Federal, State, and Local license requirements to perform HVAC installations and maintenance. The Contractor is required to notify and submit any new or updated licenses to the LIRR.

3.0 **PREVENTIVE MAINTENANCE**

The Contractor shall provide preventive maintenance services, all-inclusive of all labor, materials, supplies, overhead, profit, transportation costs, vehicle costs, and fuel. The Technicians assigned to this contract shall inspect, adjust, verify, calibrate, balance, and repair all systems as required to maintain maximum operational effectiveness of all LIRR HVAC equipment. The Technicians shall also be responsible to check all items listed on the Preventive Maintenance Checklist (PMC) and submit the PMC with monthly invoices (See Attachment 1 for copy of PMC).

- 3.1 The Contractor shall be required to complete a Preventive Maintenance (PM) cycle on all applicable units (see maintenance schedule) on a monthly basis.
 - a) PMs on 100% of applicable units are to be completed by the end of the month. It is the Contractor's responsibility to complete all required monthly PMs. Should the Contractor require additional manpower to complete the PMs, it shall be done so at no additional charge to the LIRR.
 - b) Incompletion of required Preventive Maintenance or deficiencies found after preventive maintenance will result in corresponding deductions from the Monthly Preventive Maintenance invoice in accordance with the agreed upon Unit Price schedule.
 - c) The Contractor shall not miss more than two (2) consecutive months of scheduled PMs on any unit.
- 3.2 The Contractor shall submit a schedule for the preventive maintenance services to the Project Manager or Designee one (1) week prior to the start of each service month. The monthly service schedule and any changes shall be subject to the approval by the Project Manager or Designee.
 - a) The Contractor shall submit a midmonth progress report on the 15th of the

month indicating by unit number which PMs were completed and which PMs are remaining.

- b) The Contractor shall submit a final monthly progress report within five business (5) days of the last day of the month indicating by unit number which PMs were completed and which PMs are remaining (if any).
- 3.3 All work shall be performed in strict accordance with the HVAC equipment manufacturer's specifications as well as ASHRAE and industry best practices.
- 3.4 The Preventive Maintenance assignment for the Lead HVAC Technician shall be submitted as part of the 8:30AM morning report detailed in Section 7.9. Any deviation from this assignment must be approved by the LIRR Project Manager of Designee.
- 3.5 All materials and consumables used to accomplish preventive maintenance tasks are included in the bid and are not billable, regardless of value or quantity used. These materials/consumables include, but are not limited to: belts, filters, lubricants, cleaning chemicals, and refrigerants.
- 3.6 The Contractor shall supply quality assurance and oversight to ensure all preventive maintenance is being performed. Contractor management (person or persons above those regularly assigned to site) shall accompany LIRR personnel on audit of equipment and PMs performed.
- 3.7 Technicians are required to date all new filter and a belt replacements.
- 3.8 Monthly filters changes shall occur in a time frame of no earlier than every twenty-five (25) calendar days and no later than every forty (40) calendar days from the date of the last filter change.
- 3.9 In addition to the performing the tasks on the monthly checklist, the Technician shall perform the following tasks semi-annually on all units:
- a) Replace and date belts and filters.
 - b) Lubricate mechanical parts. Such as Bearings and Motors
 - c) Chemically clean/wash Evaporator and condenser coils,(with approved cleaners such as Nu-Calgon, Simple Green, Simple, GreenHD) , in April and October
 - d) Clean and remove dirt and debris accumulation in all HVAC units, including HVAC enclosures, drainage lines and pans.
- 3.10 Seasonal Maintenance "Overhaul" shall include the following tasks:
- a) A thorough chemical cleaning of all outdoor air cooled condenser coils (i.e. air cooled condensing units, and air cooled condenser units).
 - b) Clean/remove dirt/debris from HVAC enclosures, drain lines, and pans.
 - c) Date and replace all belts.

- d) Date and replace all filters.
- e) Inspect and clean blower wheels and fan motors.
- f) Lubricate all mechanical parts (e.g. blower, fan, and pump motors, bearings damper linkages).
- g) Ensure proper charge of refrigerant and repair leaks as required.

Overhauls typically overlap semi-annual preventive maintenance service; however, overhauls for cooling and heating season must be completed by the dates specified in Sections 3.11 and 3.12.

3.11 Cooling Season Maintenance – Includes the **Overhaul** of all equipment and units of the air-conditioning and ventilation systems. By March 31st, the Contractor shall submit a schedule of dates and units for Cooling Season Maintenance. By April 15th the Contractor shall have completed Cooling Season Maintenance on 50% of units and submit a progress report. This work shall be completed by May 1st of each year. Deviations from this schedule must be approved by the Facilities Assistan Manger/ Manager or Designee.

- a) Cooling season begins May 1st. Prior to Cooling season the following must be inspected and documented:

B-1 A/C System

Contactors

Electrical connections

Pullies and Belt alignment/ worn pullies (pictures)

Ohm out compressors

After cleaning condenser and evaporator pressure must be taken

Discharge temp / supply temp

3.12 Heating Season Maintenance – Includes the **Overhaul** of all units and equipment required for heating. By September 30th, the Contractor shall submit a schedule of dates and units for Heating Season Maintenance. By October 30th the Contractor shall have completed Heating Season Maintenance on 50% of units and submit a progress report. This work shall be completed by November 15th of each year. Deviations from this schedule must be approved by the Facilities Assistant Manager/ Manager or Designee.

- a) Heating season begins October 15th Prior to Heating season the following must be inspected and documented:

A-1 Gas furnace

Heat Exchangers (Pictures)

Igniters , ignition modules

Electrical connections

Overloads

Inducer motors

“System should be started to ensure it starts”

A-2 Electric heat

Contactors

Electric connections (Burnt wires)

Amp Checks (written Proof, pictures

- 3.13 The Contractor shall design and prepare a preventive maintenance report tailored to the HVAC preventive maintenance checklist provided in Attachment 1. The report shall also include:

- Equipment location
- Equipment ID
- Equipment manufacturer
- Equipment model and serial number
- Filter and belt type
- Date of service
- Name, address, and phone number of service company
- Name(s) of technician(s) servicing equipment
- Space for additional comments
- List of parts used (quantity and type)
- Signature(s) of technician(s)
- Preventive maintenance (PM) number (unique for each PM)
- Description of work performed

The design of this report shall be coordinated with and approved by a LIRR representative. This report shall be used for all preventive maintenance tasks.

- 3.14 Material Requirements

- a) Filters and Belts shall be replaced in accordance with Equipment List in Attachment 2 and documented as detailed in Section 7.
- b) MERV 8 Filters: Provide 1-inch and 2-inch deep final filters that are synthetic media disposable pleated and shall have a Minimum Efficiency Reporting Value (MERV) of 8, a minimum efficiency value of 30-35%

and an arresstance efficiency of 90-93% when tested in accordance with "ASHRAE Standard 52.2". Airflow resistance with clean media shall not exceed 0.17 inch water gauge at face velocity of 300 rpm.

- c) Belts: all belts shall be Notched V-Belt.
 - d) All replacement parts must be Original Equipment Manufacturers (OEM) components or deemed as equal by the LIRR.
 - e) All materials used for preventive maintenance shall include a one (1) year warranty on parts and labor. Compressors shall include an extended five (5) year warranty beginning upon date of acceptance of the product by the LIRR.
- 3.15 If additional parts are needed and available for preventive maintenance, the Lead HVAC Technician is required to have them onsite the same day.
- 3.16 All parts removed and replaced during the performance of work shall be left at the facility for inspection by the LIRR, unless otherwise directed by the LIRR Project Manager or Designee. Any requirement to remove any part of the equipment or system(s) to the Contractor's facility must be approved by the Project Manager or Designee.
- 3.17 As per New York State Executive Order 88, the Contractor is required to purchase and replace HVAC equipment with high energy efficiency ratios.
- 3.18 If requested, the Contractor shall accept and maintain any additional equipment installed during the terms of this contract with a quotation for maintenance of the additional equipment.
- 3.19 The Contractor shall be responsible for all cleanup of the worksite in accordance with all applicable laws and OSHA standards as specified in the Safety & Health Requirements.
- 3.20 All work shall be completed in a good, workmanlike, and prompt manner.

4.0 **SERVICE AND REPAIRS**

The Contractor shall provide the LIRR with qualified technicians available for servicing all equipment listed in Attachment 2. Service to LIRR HAVC equipment includes, but is not limited to: corrective and emergency repairs, system upgrades and modifications, and equipment installation/replacement. The Contractor must be capable of addressing multiple, simultaneous service calls and having technicians available 24 hours a day, 7 days a week, and 365 days a year. The Contractor shall establish agreed upon labor rates and material costs for service.

- 4.1 The Contractor shall provide a one (1) hour service response Monday through Friday 7:30 AM to 3:30 PM.
- 4.2 The Contractor shall provide a three (3) hour service response for all other days and times outside of 7:30AM – 3:30PM Monday through Friday.

- 4.3 Requests for service outside of 7:30AM – 3:30PM (Monday through Friday) shall only be authorized by the Project Manager or Designee.
- 4.4 Contractor shall provide staffed telephone number(s), capable of reaching a live person, 24 hours a day, 365 days a year. Recording devices, voicemail, pagers, etc. will not be permitted. Contractor shall provide acknowledgement of service call/request and response timeline within fifteen (15) minutes of LIRR request for service.
- 4.5 Once initial response is met, Contractor shall diligently troubleshoot and repair equipment 24 hours a day, 7 days a week until such equipment is operating at design standards.
- 4.6 If multiple HVAC systems require service/repairs, such service/repairs shall be provided for all systems within the time frame specified. All repairs or replacements shall be approved and verified by the Project Manager or Designee.
- 4.7 Materials required for service and repairs (i.e. tasks other than preventive maintenance) shall be non-billable if they have a net value of \$ 200.00 or less. LIRR shall approve and be invoiced for all items with a net cost (no mark-up) of \$200.01 or greater.
 - a) It shall be further clarified that if a standard component fails and requires replacement, the cost of the readily available component shall be used for the above valuation determination.
 - b) The LIRR reserves the right to determine reasonableness for a major component and authorization to be invoiced if the sums of two (2) or more sub-components add up to a value in excess of that detailed above (\$200.01 per unit).
- 4.8 Contractor shall submit proposals, specs, drawings and rigging plans for approval prior to any work starting.
- 4.9 Material Requirements
 - a) Filters and Belts shall be replaced in accordance with the Equipment List in Attachment 2 and documented as detailed in Section 7.
 - b) MERV 8 Filters: Provide 1-inch and 2-inch deep final filters that are synthetic media disposable pleated and shall have a Minimum Efficiency Reporting Value (MERV) of 8, a minimum efficiency value of 30-35% and an arrestance efficiency of 90-93% when tested in accordance with "ASHRAE Standard 52.2". Airflow resistance with clean media shall not exceed 0.17 inch water gauge at face velocity of 300 rpm.
 - c) Belts: all belts shall be Notched V-Belt
 - d) All replacement parts must be original equipment manufacturers (OEM) components or deemed as equal by the LIRR.
 - e) All materials used for preventive maintenance shall include a one (1) year warranty on parts and labor. Compressors shall include an extended five (5) year warranty beginning upon date of acceptance of the product

by the LIRR.

- 4.10 The Contractor shall notify the LIRR Project Manager or Designee of all repairs required on the same day of the occurrence. All repairs/replacements shall be approved and verified by the Project Manager or Designee. Parts required for exchange shall be noted on the Contractor's invoice.
- 4.11 Any part removed from the HVAC equipment must be left at the facility for inspection by the LIRR, unless otherwise directed by the LIRR Project Manager or Designee. Any requirement to remove any part from the equipment location must be approved by the Project Manager or Designee.
- 4.12 The Contractor shall supply quality assurance and oversight to ensure all service is being performed. Contractor management (person or persons above those regularly assigned to site) shall accompany LIRR personnel on audit of equipment and PM's performed.
- 4.13 The LIRR Project Manager or Designee shall advise the Contractor, via email or telephone with a follow-up in writing, of any redirection and to where the technician need to perform work and the Contractor shall dispatch the Technicians as per the Project Manager or Designee request and priority of the work.
- 4.14 The LIRR Project Manager or Designee shall give direction to the technicians as to the location of any emergency work. The Project Manager or Designee shall follow-up with the Contractor, via email or telephone (follow-up in writing), after the Technicians have been dispatched to the location of the emergency work.
- 4.15 Each emergency /service call shall be reported to the Project Manager or Designee for tracking and status report purposes.
- 4.16 The Contractor shall comply with all written citations of the NYC and or NYS governing authority and all other Government Agencies having legal jurisdiction, and written recommendations of the Owner's Insurance Carrier or Consultants for repairs as covered herein. The Contractor shall also comply with all applicable local State, N.Y.S. Building Code, NEC and all other applicable N.F.P.A requirements.
- 4.17 The Contractor is not required under this contract to install new attachments on the HVAC equipment or parts other and different from those now constituting the equipment as recommended or directed by the Insurance Companies, Government Authorities or otherwise.
- 4.18 The Contractor shall be responsible for all cleanup of the worksite in accordance with all applicable laws and OSHA standards as specified in the Safety & Health Requirements.
- 4.19 The status of all service/emergency calls and the progress of repairs shall be included in the 8:30AM morning report detailed in section 7.9.
- 4.20 All work shall be completed in a good, workmanlike, and prompt manner.

5.0 WORK HOURS/SCHEDULING AND WORK AUTHORIZATION(S)

5.1 Monday through Friday, 7:30AM – 3:30PM

- a) For the purposes of this contract, the hours of 7:30AM to 3:30PM Monday through Friday (excluding LIRR holidays listed in Terms & Conditions) shall be considered normal business hours (i.e. straight time). The Primary Lead Technician shall be scheduled for these hours and is allowed a 30 minute lunch break.
- b) Preventive maintenance shall be scheduled and performed during normal business hours.
- c) The Contractor shall submit a schedule for the preventive maintenance services to the Project Manager or Designee one (1) week prior to the start of each service month. The monthly service schedule and any changes shall be subject to the approval by the Project Manager or Designee
- d) The Contractor shall obtain approval from the Project Manager or Designee prior to any work being performed in response to a service call
- e) Regardless of the type of service call, once on site, the Technician shall work continuously and diligently to restore the HVAC equipment
- f) The Contractor shall secure approval from the Project Manager or Designee prior to assigning additional technicians to preventive maintenance or service calls.

5.2 Overtime

- a) Overtime shall be defined as work performed outside of normal business hours outlined in section 5.1.a (e.g. nights, weekends, and LIRR holidays).
- b) The Contractor shall obtain approval from the Project Manager or Designee prior to any work being performed on overtime, including preventive maintenance.
- c) Overtime work tickets shall be signed by the onsite LIRR Manager or personnel for approval. Proper documentation (log in and log out time indicated on work orders) shall be submitted with the Contractor's monthly invoice to overtime hours worked.

5.3 The Contractor shall not respond to any request for standby assistance at special events without the prior approval of the LIRR's Project Manager or Designee.

5.4 The Contractor shall be reimbursed for service calls, corrective/emergency, new installations, etc. according to the hourly rate specified in the Price Schedule. The Contractor shall only be reimbursed for time that its Technician is on site at a facility.

5.5 The Contractor will not be reimbursed for:

- a) Preventive maintenance tasks performed on overtime.
- b) Expenses related to travel or obtaining parts.
- c) Additional services or Technicians due to contractor's inability to adequately provide the required preventive maintenance service.
- d) Lunch or break periods.

6.0 **INVOICING**

The Contractor shall invoice the LIRR monthly in accordance with Sections 6.1 and 6.2. Invoices shall only include work for the calendar month being billed.

6.1 The Contractor shall submit one invoice inclusive of all monthly preventive maintenance within two (2) weeks of the end of the month. The invoices shall include the following:

- The monthly fixed rate, dates of service, and Purchase Order Number.
- Daily work sheets/tickets (as detailed in Section 7).
- Equipment Out of Service Report.
- Monthly Summary Report (as detailed in Section 7).
- Copy of material invoice from supplier for all new belts and filters installed during monthly PMs

6.2 The Contractor shall submit separate invoices for unscheduled work (service call, repair, installation, etc.) within two (2) weeks of the end of the month. Invoices shall include the following:

- Invoice shall include, when authorized, Purchase Order Number, date of service, equipment ID, itemized list of parts, materials, labor and description of work.
- Each service call/repair/installation shall be invoiced separately.
- Work Ticket – As detailed in Section 7.4.
- Material invoice from supplier(s).

6.3 Non-Billable Issues

- a) The cost for all materials and consumables used in performing scheduled preventive maintenance and diagnostic procedures are not billable and shall be included as applicable in the respective Unit Price schedule contained in the Bidder's Proposal.
- b) Preventive maintenance units not completed per schedule.
- c) Travel time or expenses related to any travel to and from job sites.
- d) Time while waiting to obtain parts.

- e) Lunch or break periods.
- f) Preventive maintenance tasks performed on overtime. Unless otherwise scheduled and approved by LIRR.
- g) Additional services or Technicians due to contractor's inability to adequately provide the required preventive maintenance service.
- h) Total parts with a net cost of \$200 or less (excluding Contractor's mark-up) per service call are not billable.
- i) Unauthorized service, repairs, installations, or replacements.

6.4 Billable Issues

- a) Labor for approved service calls, repairs, installs, etc. performed during normal business hours are billable in accordance with the Repair Labor Rate Price Schedule. Normal business hours are defined in Section 5.1.
- b) Labor for approved service calls, repairs, installs, etc. performed outside of normal business hours are billable in accordance with the Price Schedule. These hours are defined as work outside of the normal business hours specified in Section 5.1.
- c) Any maintenance work required as a result of external factors such as vandalism, accidents, fire or water shall be considered Additional Work, and shall be compensated for in accordance with the Terms and Conditions contained herein. As such, the price(s) submitted for this Contract shall include the cost of all labor, equipment and material and any other costs incidental thereto.
- d) The LIRR will reimburse the Contractor for the net cost of parts in total excess of \$200.01 (excluding the Contractor's markup) that are used during a service call/repair. The Contractor shall not be reimbursed for any parts not supported by a manufacturer's or supplier's invoice(s). All billable parts shall be priced at the Contractor's cost plus the Contractor's mark-up.
- e) During the term of this contract, the LIRR shall have the right to add or delete HVAC units at our discretion. Should there be a change in pricing due to an addition or deletion of equipment, the new price shall be submitted via contractor proposal for LIRR review and approval.

7.0 **RECORDS, REPORTS, AND MAINTENANCE MANAGEMENT SYSTEM**

The LIRR requires the Contractor to keep and maintain records of all equipment and equipment maintenance/service for the duration of this contract. The Contractor is

required to submit maintenance and service reports at regular intervals (e.g. monthly, quarterly, etc.) established by the LIRR. These reports and records are required for invoicing.

7.1 The Contractor shall use an HVAC software program or a Computerized Maintenance Management System (CMMS) to furnish HVAC management reports as described in this section. All management reports furnished by the Contractor to the LIRR shall be in a format approved by the Project Manager or Designee. The format of the report shall be submitted for approval within two (2) weeks after Notice of Award. This database shall provide LIRR and Contractor with the ability to target maintenance and engineering needs, enhance worker productivity, and provide a reliable database that can be used by the LIRR. Database and reports shall be provided to the LIRR by the last calendar day of the month:

- a) Categorized by work type; Preventive Maintenance and Corrective Repairs and Emergency Repairs.
- b) Status of ALL work; Pending, Open, Completed, In Progress, etc.
- c) Work Order Number and Equipment ID#, date of performance.
- d) Labors hours and materials used.
- e) LIRR reserves the right to require these reports (and other reports that may be developed) more frequently as deemed necessary.

7.2 The Contractor shall establish and maintain a Master Equipment List and records for each piece of equipment. These records shall include, but not be limited to: equipment ID#, manufacturer, model and serial numbers, capacity, location, repair history, materials and parts used, major components, belts, filters and maintenance schedule.

- a) Contractor shall provide updated list quarterly or as required by the LIRR. This information shall be provided in both electronic (compact disc) and hardcopy formats.
- b) Final contract payment will be contingent upon the complete submission of a final version of this data as required above.

7.3 The Contractor shall design and prepare a preventive maintenance report tailored to the HVAC preventive maintenance checklist provided in Attachment 1. The report shall also include:

- Equipment location
- Equipment ID
- Equipment manufacturer
- Equipment model and serial number
- Filter and belt type

- Date, time in, and time out of service
- Name, address, and phone number of service company
- Name(s) of technician(s) servicing equipment
- Space for additional comments
- List of parts used
- Signature(s) of technician(s)
- Preventive maintenance (PM) number

The design of this report form shall be coordinated with and approved by the LIRR representative. This report shall be used for all preventive maintenance tasks.

- 7.4 Upon changing belts and filters, the Technician shall legibly record the date (Month/Day/Year) on all new belts and filters. This date shall also be recorded on the preventive maintenance report or service call work ticket.
- 7.5 Legibly record dates of all lubrication and component replacements on the preventive maintenance work ticket.
- 7.6 All Contractor personnel shall complete separate work order reports daily and submit them as per Section 6.
- 7.7 All service reports shall be submitted to the LIRR Project Manager or Designee for approval within seven (7) calendar days of completing the repair.
- 7.8 The Contractor shall submit a schedule for the preventive maintenance services to the Project Manager or Designee one (1) week prior to the start of each service month. The monthly service schedule and any changes shall be subject to the approval by the Project Manager or Designee.
 - a) The Contractor shall submit a midmonth progress report on the 15th of the month indicating by unit number which PMs were completed and which PMs are remaining.
 - b) The Contractor shall submit a final monthly progress report within net seven (7) days of the last day of the month indicating by unit number which PMs were completed and which PMs are remaining (if any).
 - c) By April 15th the Contractor shall submit a progress report on Cooling Season Maintenance.
 - d) By September 30th the Contractor shall submit a progress report for Heating Season Maintenance.
- 7.9 The Contractor or Lead HVAC Technician shall submit a written morning report by 8:30AM Monday through Friday. The report shall include, but not be limited to, the following:
 - a) Lead Technician's daily assignment.

- b) Names of additional personnel dispatched and specific assignment.
 - c) HVAC System status, new service or emergency calls, old service calls progression.
 - d) Scheduled/unscheduled repairs, progress of repairs, and repair timeframe.
 - e) Any open issues requiring follow up.
 - f) Troubleshooting and corrective action taken to resolve service calls.
- 7.10 Each time a Technician works on a unit he shall date, initial, and list all service tasks on the service history check list located at every unit.

8.0 **ADDITIONAL REQUIREMENTS**

- 8.1 All Contractors' personnel are required to annually complete LIRR RWP/Safety Class prior to working on site. Copies of RWP Card are to be submitted to the Project Manager or Designee. This class is offered at no cost to the Contractor, but the employee's time shall not be billable to the LIRR.
- 8.2 The Contractor shall retain the coded, numerical identification numbers listed and physically label each piece of equipment (in a professional manner) with the ID number as required in the event the unit is unlabeled within ninety (90) days.
- 8.3 The Contractor shall not attach their company logo or contact information to any HVAC equipment.
- 8.4 On a daily basis, the Contractor shall be responsible for properly removing and disposing of all debris, filters, old parts, components, waste, liquids, hazardous materials, etc. which result from work performed under this contract. Removal and disposal must be in accordance with all applicable laws, EPA regulations, and OSHA standards.
- 8.5 Contractor shall provide cell phones for all members of their staff to communicate with LIRR staff. Contractor personnel must respond to all service requests issued by the Project Manager or Designee.
- 8.6 Contactor must supply all OSHA approved ladders and/or lifts as required by his personnel safely to reach HVAC equipment.
- 8.7 Contractor must submit a certified rigging plan (including either a PE or Master rigger's stamp/certification) for approval by the Facilities Engineer/LIRR Safety Dept. two (2) weeks before any equipment more than 30 Lbs. is removed or installed on LIRR property using slings, cranes or other lifting methods (Only if rigging is used). Note: All equipment used must be rated at 150% of applicable load.
- 8.8 If the Contractor is unable to obtain parts or complete a repair within a twenty four (24) hour period, the LIRR may have repairs performed by others and deduct their charges from the monthly billing.

- 8.9 All subcontractors must be approved by the LIRR and are subject to the same requirements as the Contractor.
- 8.10 The Contractor shall provide their technicians with all the tools, materials, parts and equipment (aerial men lifts, ladders, 2-way radios, etc.) necessary to perform all work specified herein. The LIRR will not supply the Contractor with tools, materials, parts or equipment necessary to perform work associated with this contract.
- 8.11 The Contractor shall directly own and maintain a fleet of vehicles capable of providing the Lead HVAC Technician transportation to all LIRR locations at all times.
- a) Vehicles shall have company logo and proper NYC DOT license plates whenever on LIRR property. Unmarked work vans and or trucks are not permitted.
 - b) Each vehicle shall be properly equipped to provide Technicians with the proper tools, parts, and equipment to service, maintain, and repair the LIRR's equipment.
 - c) Parking tickets and traffic violations associated costs issued to Contractor's vehicles are not billable to LIRR.
 - d) The Contractor shall submit, with their bid, proof of vehicle ownership.
- 8.12 The Contractor shall also maintain an adequate supply of all necessary parts and components as stock at their facility.
- 8.13 The LIRR reserves the right to perform a site visit of each Contractor's facility.

9.0 **HANDLING OF REFRIGERANTS**

- 9.1 Contractor and technicians must be familiar with the requirements of the US Clean Air Act, Section 608, Title VI, including Refrigerant Handling Certificate. Certificates shall be included in the Contractor's bid.
- 9.2 The Contractor must provide the necessary equipment required by law to reclaim and store refrigerants.
- 9.3 The Contractor must ensure that all refrigerants are recovered when repairs, equipment removal or Modifications are being performed.
- 9.4 The Contractor must inform the LIRR at least four (4) months in advance of all Proposed Clean Air Act Rules effective dates, if they will have an impact on LIRR operations.
- 9.5 Ensure proper charge of refrigerants where required. Properly repair all

refrigerant system leaks and ensure proper charge of refrigerant. Check, adjust all Safety and Operating Control.

(End of TSOW)

ATTACHMENT 1

PREVENTIVE MAINTENANCE CHECK LIST

Date: _____

PM#: _____

Equipment ID Number	Location	Manufacturer	Model/Serial Number

Outside Air Temperature _____ Return Air Temperature _____ Supply Air Temperature _____

- _____ Check and verify equipment operation
- _____ Inspect and clear drain pan and pipes
- _____ Inspect unit for refrigerant and oil leaks
- _____ Inspect all contactors and tighten electrical connections
- _____ Check wires for burns
- _____ Check belt condition. Replace and date as required
- _____ Check fan shaft & motor bearings
- _____ Check motors & pulleys
- _____ Check fan, wheel and housing for clearance and remove debris
- _____ Check fasteners. Tighten if required
- _____ Inspect and verify proper operation of all safety controls
- _____ Inspect and verify proper operation of all operating controls
- _____ Check evaporator and condenser coil surfaces. Chemically clean if required
- _____ Check and record volts & amps on compressors: L1 _____ L2 _____ L3 _____
- _____ Check and record volts & amps on motors: L1 _____ L2 _____ L3 _____
- _____ Lubricate equipment as needed
- _____ Replace and date filters (**Shall be completed on all units every 25 – 40 calendar days from last filter change**)
- _____ Clean-up workstation

Semi Annual Maintenance (can overlap with seasonal maintenance)

- _____ Replace and date belts
- _____ Clean Coils

Cooling season maintenance (To be completed on all air conditioning and ventilation systems by May 1)

- _____ Chemical cleaning of evaporator and condenser coils
- _____ Test, treat, and provide glycol
- _____ Replace and date all belts
- _____ Inspect and clean blower wheels and fan motors
- _____ Lubricate all blower, fan, and pump motors
- _____ Lubricate all bearings and damper linkages
- _____ Verify proper charge of refrigerant. Repair leaks if necessary

Heating season maintenance (to be completed on all heating systems by October 15)

- _____ Clean all heating coils
- _____ Replace and date all belts
- _____ Inspect and clean blower wheels and fan motors
- _____ Lubricate all blower, fan, and pump motors
- _____ Lubricate all bearings and damper linkages

Parts Used: _____

Comments: _____

Technician's name: _____ (Print) Technician's Signature: _____