

Hard Rock Café – Corporate Locations

Exhibit “A” Services

Hard Rock Café (HRC) invites sealed quotations for furnishing HVAC and Refrigeration preventative maintenance and other services. Proposals will be in accordance with the following specifications. Pricing shall be submitted on the last page of this document and due as soon as possible.

Scope of Work

Contractor shall furnish labor, equipment, and material necessary to keep all HVAC, exhaust, make-up air, and refrigeration equipment operating at peak efficiency endeavoring to gain the maximum life expectancy of the equipment. *See PM checklist and inventory PM service to be performed quarterly. (Including 2 seasonal change over services).*

Services Required by Contractor

All new parts to be covered by manufacturer's 1 year warranty. All repairs will carry a 30-day labor warranty on workmanship.

Contractor is responsible for maintaining a truck inventory of standard mechanical refrigeration replacement parts (compressor & walk-in coils not included).

If parts are not available locally then the replacement parts should be *shipped next day air or overnight (including any compressor and coils).*

Contractor shall provide 24 hour, 7 day per week emergency service of all equipment covered in the contract with a maximum 4-hour response unless otherwise agreed to by store management.

Contractor will use only qualified personnel directly employed or supervised by the contractor.

Contractor shall furnish HRC with a completed service technicians work order to be signed and approved by store management during each visit specifying hours worked, a legible detail of the work performed, equipment ID, etc.

Contractor **shall make an effort to provide** a dedicated primary and back-up service technician to perform preventative maintenance and emergency repairs.

Contractor shall provide instruction and training as necessary to HRC store level management in order to obtain maximum efficiency of all equipment.

Contractor shall not be responsible for any equipment not controlled by Hard Rock Cafe such as cooling towers or services provided by the lesser. (But shall observe and report their function as appropriate)

Contractor shall use original manufacturer replacement parts or an approved equal.

Contractor will maintain a complete maintenance record of all service work completed on HRC equipment and provide the information upon request to the customer.

Contractor Initial _____
HRC _____

Access to Premises

HRC will provide access to all equipment during normal HRC operating hours for emergency repair only. All preventative maintenance and scheduled repairs must be completed between the hours of 7:00 a.m. and 11:00 a.m. unless otherwise authorized by the store management.

Scheduled Preventative Maintenance for HVAC, Refrigeration and PCU's

General

1. Verify all fused disconnects have spare fuses stored in atticstock
2. Verify that all units with belt driven motors have new spare belts left inside units at all times
3. Verify that all equipment and electrical box covers are properly replaced and after work is completed. Replace all removed bolts and screws to keep equipment and covers functioning as originally designed

HVAC:

1. ***Change air filters using only 2" Pleated media filters or approved equivalent.*** Material to be included in pricing. Contractor to date new filters upon installation
2. Condensers and Evaporator Coils are to be cleaned during each PM Service, two of them to be chemically cleaned. Cleaning should be performed to industry standards and should include condensate lines.
3. Visual inspection of controls, control motors, motor starter relays, switches, solenoids, thermostats, relays, water and expansion valves, dampers and refrigerant levels
4. Lubrication of bearings (except where sealed) in dampers, pumps, fans, and motors
5. Check and adjust belts and pulleys. Replace belts at a minimum of every 3 months. Leave new spare inside unit
6. Check amp draw on fan motors
7. Condensate pans being cleaned and algaecide added to insure that drain lines are operational. (During seasonal service)
8. Adjust all time clocks two (2) times per year where daylight savings time is applicable

Refrigeration:

1. Check temperatures in base cases and on top line condiment pans and record on service ticket.
2. Condensers and Evaporator Coils are to be cleaned during each PM Service, two of them to be chemically cleaned. Cleaning should be performed to industry standards and should include condensate lines.

Contractor Initial _____
HRC _____

3. Visual inspection of controls, control motors, motor starter relays, switches, solenoids, thermostats, relays, water and expansion valves, dampers and refrigerant levels. Verify defrost times per posted schedule (See phenolic label attached) Posting schedule is recommended. Adjust defrost time clock for semi- annual time change.
4. Visual inspection of all refrigeration and water lines for levels and leaks
5. Lubrication of bearings (except where sealed) in dampers, pumps, fans and motors
6. Ice machines being cleaned and sanitized a minimum of two (2) times annually or by manufacturers recommendations
7. Condensate pans being cleaned and algaecide added to insure that drain lines are operational. (During seasonal service)
8. Adjust all time clocks two (2) times per year where daylight savings time is applicable

Make up air units

1. Wash reusable intake hood filters. Quarterly mesh filters to be washed in dish machine. Coordinate with store GM
2. Check and adjust belts and pulleys. Replace belts at a minimum of every 3 months. Leave new spare inside unit
3. Lubrication of bearings (except where sealed) in dampers, pumps, fans and motors
4. Check water float valves
5. Check operation of water pump(s) and adjust the water flow at the nozzles for proper factory settings
6. Check the T-stat to make sure it is set at 55 degrees per CaptiveAire

Exhaust Fans

1. Check amp draw on EF motors
2. Check and adjust belts and pulleys. Replace belts at a minimum of every 3 months. Leave new spare inside unit
3. Lubrication of bearings (except where sealed) in dampers, pumps, fans and motors
4. Secure all EF enclosure cases and shrouds

Pollution Control Unit (PCU) – For stores equipped with these units

1. Exchange collection cells
2. Replace disposable filter media
3. Replace reusable filter media
4. Replace odor control media on schedule determined on PM contract

N/A (cross off if not included in scope)

Contractor Initial _____
HRC _____

5. Check and adjust belts and pulleys. Replace belts at a minimum of every 3 months. Leave new spare inside unit
6. Check amp draw on EF motors
7. Check system controls and test detergent wash system thru one full cycle (wash, soak, rinse)
8. Refill detergent reservoir (if contracted)
9. Secure all EF enclosure cases and shrouds

Roofs

1. All trash from servicing of rooftop units must be removed at time of servicing, such as Freon bottles, belts, filter material, loose bolts, screws, wire, etc.

Equipment Inventory

Contractor shall provide a complete list of equipment at each store location on an attached inventory addendum. Include equipment quantity, type, make, model, and serial number. All equipment and related shutoff valves shall be properly labeled at the roof and within the premises upon start of contract.

Warranties

Upon completion of each service or repair, and prior to final payment, the contractor shall assemble and transmit an invoice with supporting documents, written warranties, guarantees, and operating and maintenance manuals for any new equipment (if applicable). The contractor shall execute any documents to take such action to assure that Hard Rock Cafe receives the benefits thereof. **The contractor shall submit warranty invoices directly to the manufacturer on a warranty labor claim form and shall not involve HRC during the warranty period.**

Submittals

The following submittals shall be made by the contractor awarded the contract before initiating work:

- Certificate of Insurance for \$1,000,000 naming Hard Rock Cafe as additional insured.
- PM and Task Schedule by store location.

Terms

- Payment net 30
- Either party may cancel the contract with 30 days written notice to the other party with or without cause. HRC may terminate this contract immediately for due cause.
- The contract will run for an uninterrupted period of 1 year

Exhibit "A2"
See Refrigeration Section # 3

**REMOTE REFRIGERATION SYSTEMS
DEFROST TIMES/ SCHEDULES**

SYSTEM R1B

**#24 WALK IN FREEZER, 30 MIN. CYCLES
6PM, 12PM, 6AM, 12AM**

SYSTEM R1A

**#25 WALK IN COOLER, 30 MIN. CYCLES
10AM, 3PM, 11:30PM**

SYSTEM R1C

**#M27 REFER EQ.STAND, 30 MIN. CYCLES
10AM, 3PM, 11:30PM**

SYSTEM R1C

**#M28 PASTA REFER. CABINET, 30 MIN. CYCLES
10AM, 3PM, 11:30PM**

SYSTEM 32

**#30 ICE MACHINE, CYCLE TIME N/A
DEFROST TIME N/A**

EXHIBIT "B"

RESTAURANT LOCATIONS AND PRICING

FOR:

<u>Location</u>	<u>Quarterly Bill</u>	<u>Annual Pricing</u>

EXHIBIT "D"
RATE SCHEDULE

FOR:

TERM:

From: _____ To: _____

LABOR:

REGULAR: _____ **hrs:** _____

OVERTIME: _____ **hrs:** _____

EXHIBIT "E"

Schedule for PM work

FOR:

Contractor Name:

HVAC/R PM – Café Name:

BEGINNING WEEK to perform PM- Schedule with Manager

1st Visit: _____

2nd Visit: _____

3rd Visit: _____

4th Visit: _____

ALWAYS PROVIDE WORK ORDERS W/ INVOICING

Schedule PM the week of beginning date above with store manager

EXHIBIT "F"

HRC Standard T-Stat and Refrigeration Settings

HRC PM & Service Company,

Please set the following items per the occupied/unoccupied times as follows:

HVAC and Refrigeration

1. All HVAC T-stats

- Set occupied median temperature to 73F
- T-Stat "dead band" to be set at + or – 3 degrees
- Set unoccupied cooling setback to 80F for all days
- Set unoccupied heating setback to 65F for all days
- Store Occupied hours are 6:00am to 1:00am daily
- **All HVAC fans to be set in the "ON" position during occupied hours**
- Store Unoccupied hours are 1:00am to 6:00am daily
- **All HVAC fans to be set in the "AUTO" position during unoccupied hours**

Refrigeration Settings

1. All freezers set to -10 degrees F (+ or – 3 degrees differential)
2. All coolers set to 36 degrees F (+ or – 3 degrees differential)
3. Defrost times and settings – See attached