Linc United Mechanical Service

MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
09/22/2016	PG30179	

BY AND BETWEEN:

United Mechanical Service 45 NE 38th Terrace Oklahoma City, OK 73105	**AND**	City of Stillwater 723 S. Lewis Oklahoma City,OK 74076
hereinafter CONTRACTOR		hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

723 S. Lewis, Stillwater, OK

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM: **Guaranteed Professional Maintenance** and associated Terms and Conditions

AGREEMENT coverage will commence on **September 1, 2016** (date). The AGREEMENT price is **$59,460.00** per year, payable **$59,460.00** per **Annual** in advance beginning on the effective date of **September 1, 2016**.

This AGREEMENT price will be **$59,460.00** per **Annual** from **September 1, 2016** (date) through **August 31, 2017** (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be **NA** per **NA**. It is understood that the warranty expires on **NA** (date).

SCHEDULES INCLUDED: 5-Special Services/Provisions

1-Inventory Of Equipment
2-Air Filter Service
3-Water Treatment Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed here. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

Signature (Sales Representative) T.C. Graham

CUSTOMER

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

J.R. Hile President
Name & Title

Title

Date

Date

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GUARANTEED PROFESSIONAL MAINTENANCE PROGRAM

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Our GUARANTEED PROFESSIONAL MAINTENANCE (GPM) provides the Customer with an ongoing, comprehensive maintenance program. The GPM program will be initiated, scheduled, administered, monitored, and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:
-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.
-INSPECTING for worn, failed, or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
-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.
-ALIGNING belt drives; drive couplings; air fins.
-CALIBRATING safety controls; temperature and pressure controls.
-TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
-ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.
-LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
-PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

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GUARANTEED PROFESSIONAL MAINTENANCE PROGRAM TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.

4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

7. This Agreement applies only to the maintenance 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, chimneys and similar items, as well as the cleaning of the interior of duct work and DDC controls and the replacement of refrigerant, refrigerant systems or refrigerant types due to system leaks or changes in laws/regulations, are excluded.

8. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

10. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and 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.

11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.

12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

13. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

14. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

17. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

18. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.

19. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

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Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
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Qty	Description	Manufacturer	Model	Rating	Location
	Chiller System				
1	Chiller 1 1 - Compressor 1 - Compressor	Trane	RTAC170		
1	Chiller 2 1 - Compressor 1 - Compressor	Trane	RTAC170		
1	Condenser 1 12 - Fan Motors	Trane	RTAC170		
1	Condenser 2 12 - Fan Motors	Trane	RTAC170		
3	CHWP 1-3	Taco	Series FE		
	Boiler System				
1	HW Boiler 1	Burnham	4FW-240-40		
1	HW Boiler 2	Burnham	4FW-240-40		
2	Hot Water Pump 1-2	Taco	Series FE		

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Inventory Of Equipment

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Qty	Description	Manufacturer	Model	Rating	Location
	Air Handler(s)				
1	Air Handling Unit 1,5 & 7 3 - Supply Fan Motors	Trane	TSCX06		
1	Air Handling Unit 2 1 - Supply Fan Motor	Trane	TSCX25		
1	Air Handling Unit 3-4 2 - Supply Fan Motors	Trane	TSCX21		
1	Air Handling Unit 6 1 - Supply Fan Motor	Trane	TSCX14		
1	Air Handling Unit 8 1 - Supply Fan Motor	Trane	TSCX10		
1	Air Handling Unit 9 1 - Supply Fan Motor	Trane	TSCX12		
1	Air Handling Unit 10 1 - Supply Fan Motor	Trane	MCCA06		

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Inventory Of Equipment

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Qty	Description	Manufacturer	Model	Rating	Location
	Package Unit(s)				
1	Package Unit 1&2 2 - Evaporator Fan Motors 1 - Heating Section *** Remote Components 2 - Compressors 1 - Condenser Fan Motor	Data Aire	DTCU-0534		
1	AHU 11 1 - Evaporator Fan Motor *** Remote Components 1 - Compressor 1 - Condenser Fan Motor	Trane	MCCA06/TTA 150B400		
	Special Fan(s)				
1	Duct Blower	Cook	DB-9		

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Inventory Of Equipment

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Qty	Description	Manufacturer	Model	Rating	Location
	Misc. Equipment				
6	Blower Coil Unit	Trane	36-BHW-6		
1	Blower Coil Unit	Trane	24-BVW		
3	Blower Coil Unit	Trane	24-BHW-4		
1	Blower Coil Unit	Trane	36-BHW-4		
1	Blower Coil Unit	Trane	24-BHW-6		
20	VAV Box	Trane	VCWE03		
1	VAV Box	Trane	VCWE06		
60	VAV Box	Trane	VCWE11		
2	VAV Box	Trane	VCCE11		
16	VAV Box	Trane	VCWE17		
2	VAV Box	Trane	VCWE24		
1	VAV Box	Trane	VCWE32		
1	Electric Duct Heater	Trane	DC3		
3	Electric Duct Heater	Trane	DB		
7	Hydronic Unit Heater	Trane	UHSA090S8 EA		

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Inventory Of Equipment

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Qty	Description	Manufacturer	Model	Rating	Location
	Misc. Equipment				
1	Hydronic Unit Heater	Trane	UHSA060S8 EA		
	General				
All	Filters for HVAC Equipment				
All	Also included are the thermostats, temperature, and safety controls related to the equipment list above.				

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Schedule 2

Air Filter Service

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CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
Misc. Equipment				
All HVAC	118	X X	Disposable Filter	4

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should expierence show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

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Water Treatment Service

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CONTRACTOR WILL PROVIDE A WATER TREATMENT PROGRAM FOR THE FOLLOWING SYSTEM(S):

Closed loop chiller and boiler systems.

SUPPLIES AND MATERIALS: Contractor will provide all monitoring equipment and non-polluting, biodegradable chemicals necessary to maintain proper water condition(s).

PREVENTIVE MAINTENANCE: A professionally designed and directed water treatment program for control of scale, corrosion, and biological fouling will be provided to preserve the equipment, maximize its efficiency, minimize maintenance requirements, and minimize system(s) or equipment malfunction(s). Contractor will regularly examine, test and adjust all water treatment feeding equipment and perform periodic water analyses. On systems requiring continuous water analysis, an automatic monitoring system will be provided. The unit will be programmed to analyze the water and automatically adjust chemical feed and bleed rates. After each service call, a detailed completed Service Report will be provided for Customer's review, approval signature and records.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

NOTE: All monitoring and chemical feeding equipment provided by the Contractor is, and will remain, the property of the Contractor. Contractor will maintain this equipment to assure proper working order.

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Schedule 5

Special Services/Provisions

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1. The contractor agrees to refund to customer the difference, if any, between annual contract price and contractors normal billing rate for services provided under the contract.

2. Second year price, which reflects expiration of warranty, shall not exceed $59,460.00

3. Annual agreement price increase shall not exceed 3%, excluding first year warranty discount.

4. Emergency response time will not exceed four hours.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

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UNITED MECHANICAL
117 N.E. 38th Terrace
Oklahoma City, OK 73105-2403
A LINC Service® Contractor

INVOICE

INVOICE #: 224309
INVOICE DATE: 09/02/16
CUSTOMER NUMBER: CITYOFST

CITY OF STILLWATER
ATTN: Roger Sigrist
723 S. LEWIS
STILLWATER OK 74076

RE: SERVICE PERFORMED AT
CITY OF STILLWATER
723 S. LEWIS
STILLWATER OK 74076

CREDIT TERMS: **NET 30 DAYS**

SITE CODE: 001
CONTRACT NUMBER: G0631

*** **CONTRACT NO:** G0631
PERIOD: 09/01/16 TO 08/31/17
In accordance with your maintenance agreement this invoice covers Guaranteed Professional Maintenance.
CONTRACT BILLING
A 4% discount may be deducted from the total invoice amount for paying annually.

59,460.00
-4% 2378.40
57,081.60

Thank you for your business!

Total Invoice: 59,460.00
57,081.60

Phone 405/528-1234 • Fax 405/528-6662