



# Trotter & Morton Facility Service of PNW Inc.

## MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

### BY AND BETWEEN:

Trotter & Morton Facility Service of PNW Inc.  
8310 30th Avenue NE  
Lacey, Washington 98516

AND

City of McCleary  
100 S. 3rd Street  
McCleary, WA 98557

hereafter CONTRACTOR

hereafter CUSTOMER

### SERVICES WILL BE PROVIDED AT THE FOLLOWING Waste Water Treatment Facility

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:** Customized Professional Maintenance II and associated Terms and Conditions

AGREEMENT coverage DID commence on January 01, 2017 (date).

The AGREEMENT price is \$3,904.00 per year, payable \$3,904.00 per Annual in advance beginning on the effective date of January 01, 2024

This AGREEMENT price will be \$4,060.00 per Annual from January 01, 2025 through December 31, 2025

**SCHEDULES INCLUDED:** 1-Inventory Of Equipment 4-Special Services/Provisions  
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 an officer of Contractor as evidenced by their signatures below. This Agreement, which includes the attached terms and conditions, 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 herein. The Customer hereby acknowledges and agrees that the liability and responsibility of the Contractor on account of any damages suffered or sustained by the Customer as a result of the labour and/or materials supplied by Contractor shall be limited to the amount invoiced by the Contractor for its work, and the Customer shall not be entitled to any other additional damages, direct or indirect, consequential or otherwise and this limit shall be the sole and total limit of any and all claim arising by contract negligence, or otherwise at law. 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) Todd Wyche

### Approved For Contractor

Signature

Todd A Wyche, General Manager

Title

Date

### CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

**A LINC Service Contractor. Confidential and Proprietary. No Unauthorized Reproduction or Use.**



# Trotter & Morton Facility Service of PNW Inc.

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

**Our Customized Professional Maintenance II (CPM-II) Program is designed to provide the Customer with an ongoing maintenance program. The CPM-II 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, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- 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, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.



# Trotter & Morton Facility Service of PNW Inc.

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II 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. In the situation of an outstanding overdue balance an assessed late fee penalty will be applied to the Customer's account. The late fee penalty rate is 2% per month (24% per annum).
7. 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.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. 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.
10. 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.
11. 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.
12. 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.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents 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.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. 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.
16. 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.
17. 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.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
19. The Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.



# Trotter & Morton Facility Service of PNW Inc.

## Schedule 1

### Inventory of Equipment

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

QTY	SYSTEM COMPONENT(S)	MANUFACTURER	MODEL	SERIAL #	RATING	LOCATION
	<b>Chillers</b>					
1	Chiller 1 2 - Compressors 2 - Compressors 6 - Condenser Fan	Trane	CGAFC60AKA 1000E00	C05E04456	15 Ton(s) 15 Ton(s) 1 HP	Water Treatment Plant
	<b>Specialty Pumps</b>					
1	Chilled Water Pump	Baldor	321BF	05-1195160	5 HP	Water Treatment Plant



# Trotter & Morton Facility Service of PNW Inc.

## Schedule 3 Water Treatment Service

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

### CONTRACTOR WILL NOT PROVIDE A WATER TREATMENT PROGRAM FOR THE FOLLOWING SYSTEM(S):

Your base building Operations Maintenance Staff is in control of the chemical water treatment programs that are required for the equipment listed on Schedule 1 Inventory of Equipment. The Contractor does not include for the supply of water treatment testing or adding of chemicals for the control of corrosion, scaling, microbiological fouling, etc. for any of the equipment listed in Schedule 1 Inventory of Equipment or any other systems within the facility. The Contractor does not include for de-scaling, cleaning or replacement of condensing coils, control valves or replacements associated with equipment listed in Schedule 1 Inventory of Equipment if these activities are due to premature failure associated with inadequate chemical water treatment.

**Maintenance on Chiller will be three times each agreement period.**  
**- End of year shut down procedure and scheduled maintenance.**  
**- Restarting Chiller and Scheduled Maintenance**  
**- Mid Season Maintenance.**

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.



# Trotter & Morton Facility Service of PNW Inc.

## Schedule 4 Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
January 30, 2024	Addendum C6459	C6459

At the Customer's request, the Contractor will install a lockbox on site in which keys to the building will be kept. This will allow the Contractor to access the building in the case of an emergency. If the lockbox is subject to vandalism, and is removed or damaged due to said vandalism, the Contractor will not be responsible for losses and/or damages to the building, building contents or building occupants' belongings as well as the cost of the Contractor's lockbox. The Contractor shall not be responsible for re keying of the building or building occupants' doors.

If the Customer should choose to cancel this Agreement, a minimum of 30 (THIRTY) days' notice is required prior to the anniversary date of the Agreement in order for termination of the Agreement at the anniversary date. The Contractor also requires a final meeting in order to complete an exit interview and, further, to complete the Agreement cancellation paperwork. This cancellation shall not take place without the exit interview, completion of this cancellation paperwork and the signature of the Customer, whether it be the Owner, Operator or member of the Board of Directors.

WSST is extra to this Agreement.

This Agreement expressly excludes all third-party procurement, factoring, and/or invoice processing costs that may be incurred by the Customer in paying invoices under this Agreement. Any and all third-party costs are extra costs payable directly by the Customer. Regardless of any terms subsequently presented at the time of payment, any such amounts deducted from an invoice remain outstanding and shall be payable on the next invoice, or a subsequent invoice, plus a \$500 processing fee.

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