

## MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
10/19/2016	PC16252	C 6459

**BY AND BETWEEN:**

Temp-Control Mechanical Service  
 8310 30th Avenue NE  
 Lacey, WA 98516 ✓  
 WA# TEMPCMS065QP / OR CCB# 103165

**AND**

City of McCleary  
 100 S 3rd St  
 McCleary, WA  
 98557

hereinafter CONTRACTOR

hereinafter CUSTOMER

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

**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 will commence on January 01, 2017 (date). The AGREEMENT price is \$3,057.00 per year, payable \$3,057.00 per Annual in advance beginning on the effective date of October 01, 2016.

This AGREEMENT price will be \$3,209.00 per Annual from January 01, 2018 (date) through December 31, 2019 (date).

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

**SCHEDULES INCLUDED:**

- 1-Inventory Of Equipment
- 5-Special Services/Provisions

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 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. 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**

**CUSTOMER**

Signature (Sales Representative) \_\_\_\_\_  
**Approved For Contractor**  
 Signature \_\_\_\_\_  
 Todd Wyche, General Manager  
 Name & Title \_\_\_\_\_  
 Date 11-3-2016

Signature (Authorized Representative) \_\_\_\_\_  
 Todd Baum Brent Schiller  
 Name (Print/Type) \_\_\_\_\_  
 Director of Public Works Mayor  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

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Our Customized Professional Maintenance II (CPM-II) 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.



**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.
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 three (3) years 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.

### Inventory Of Equipment

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### City of McCleary

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
1	<b>Chiller System</b> Chiller 1 4 - Compressors	Trane	CGAFC60AK A10000E00	C05EO4456	60 Tons	Water Treatment
1	Condenser 1 6 - Fan Motors	Trane			1 HP	
1	CHWP 1  Included are thermostats and controls related to equipment.	Baldor			5 HP	



Schedule 5  
**Special Services/Provisions**

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Maintenance on Chiller will be 3 times per year.  
-End year Shut down Procedure and scheduled maintenance.  
-Restarting chiller and scheduled maintenance.  
-Mid season maintenance.

**EMERGENCY STICKERS:**

Will be placed on or near the equipment with a unique identification code and our 24-hour telephone number.

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