

Legacy Mechanical Services, Inc.
1680 Roberts Blvd. #408
Kennesaw, Georgia 30144

Maintenance Agreement

For Site Located at

City Of Stone Mountain
875 Main St
Stone Mountain, Ga 30083

Mike Helton
Facilities Director

Phone: 770-891-9500
E-Mail: mhelton@stonemountaincity.org

Effective Date
May 1, 2026 until June 30

Office Phone 770-432-1171 **Fax Number 770-432-1121**

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide City Of Stone Mountain with the following type of service:

-2 Operating (minor) and 2 Annual (major) Inspections

The customer will receive all labor and materials necessary to perform all operating and seasonal startup inspections of all equipment listed. The customer, prior to execution, will agree upon all service and repairs. Legacy Mechanical Services will perform the detailed scope of work outlined in this proposal.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service and rates over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

The effective date of this agreement will begin May 1, 2026 and thus will be the anniversary date. The agreement will renew annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. The contract price will be increased on each anniversary date by the Consumer Price Index or 3% (whichever is higher), unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the Quarterly sum of $1,698.00 which is payable upon receipt of our invoice.
The annual sum for this agreement is $6,792.00

City Of Stone Mountain

Name: **Mike Helton**
Title: **Facilities Director**

Date:_____

Legacy Mechanical Services, Inc.

Name: **Steve Todd**
Title: **Service Account Manager**

The following tasks will be performed as part of this maintenance program and are necessary to keep your valuable equipment in the most efficient and reliable operating condition:

SEASONAL START-UP (MAJOR) INSPECTIONS

- ❑ Replace air filters provided by Legacy
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties for proper operation in appropriate season.
- ❑ Check wiring and connections for tightness and integrity.
- ❑ Clean condenser coils (1 time per year)
- ❑ Apply gauges and check refrigerant pressures for proper ranges.
- ❑ Check cooling or heating operation setpoints and adjust as necessary
- ❑ Check motor amperages.
- ❑ Cleaning Evaporator coil NOT included, but will be recommended if necessary
- ❑ No belt changes included but tension and condition checked.

OPERATING (MINOR) INSPECTIONS

- ❑ Replace air filters provided by Legacy
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check condition of belts

Inclusions and Exclusions

This agreement includes:

Filters changed by Legacy and supplied by Legacy 4 times per year

Condenser coils cleaned 1 time per year

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Maintenance Agreement Service Rate (Subject to Change)

Labor:	$110.00 per hour
Overtime:	$165.00 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Price

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Clients in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store client's salvaged parts and equipment free of charge for its future use or to be sold by Legacy.
- Legacy has the sole discretion to sell salvaged parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells client's parts and equipment, a 10% credit, of current retail costs of the item, will be issued to client via its Legacy account. The credits can be used by client for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- Legacy will install the parts or equipment, when needed by the client, for labor costs as well as additional costs. Additional costs are parts and material required to install salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- The client, will be able to see its salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into the Legacy salvage inventory system, which is accessible through the Legacy Customer Portal.

Terms and Conditions

1 In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.

2 It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.

3 Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.

4 Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.

5 It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.

6 The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy.

7 Agreement applies only to equipment installed prior to effective date and as described on Schedule "A".

8 This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.

9 All work to be performed during normal working hours whenever possible. Normal working hours (7:30am - 4:30pm) will apply to all services, unless otherwise stated, including major repairs performed. Customer requested services not covered under this agreement to be invoiced at Legacy prevailing rates.

10 If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventive maintenance, and inspection does not reveal any defect requiring service under this agreement, Legacy reserves the right to charge the client for the service at prevailing rates plus a $75 service charge.

11 All billing due within 15 days of receipt of invoice.

12 This Agreement may be cancelled by Customer at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each ONE (1) year anniversary date, Customer agrees to reimburse Legacy on a pro-rated basis for all services (labor, parts and materials) furnished by Legacy under the scope of this Agreement prior to the effective cancellation date.

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.

2. Electrical wiring, except that connected from starter mechanical equipment.

3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.

4. Emergency calls required for air balance. Service calls made for this condition will be charge at prevailing labor and material rates.

5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.

6. Refrigerant due to EPA regulations.

7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of terms and conditions:

Customer's Authorized Representative:

Print Name:_____

Signature:_____

Date:_____

City Of Stone Mountain

Equipment Asset List

Unit ID	Manufacturer	Model Number	Serial Number	Location
CU-1	Daikin	DH4SEA4830	2510101543	Ground
CU-2	Daikin	DH4SEA6030	2507163880	Ground
CU-3	Daikin	DH4SEA6030	2510028085	Ground
CU-4	Daikin	DH4SEA6030	2510095509	Ground
CU-5	Daikin	DH4SEA6030	2510099014	Ground
CU-6	Daikin	DH4SEA6030	25071663873	Ground
CU-7	Daikin	DH4SEA6030	2510095523	Ground
CU-8	Daikin	DH4SEA6030	2510106122	Ground
AHU-1	Daikin	AMST48CU1300	2508269011	Ceiling
AHU-2	Daikin	AMST60DU1300	250818676	Ceiling
AHU-3	Daikin	AMST60DU1300	2508186475	Ceiling
AHU-4	Daikin	AMST60DU1300	2508186478	Ceiling
AHU-5	Daikin	AMST60DU1300	2508189252	Ceiling
AHU-6	Daikin	AMST60DU1300	2507281566	Ceiling
AHU-7	Daikin	AMST60DU1300	2507271211	Ceiling
AHU-8	Daikin	AMST60DU1300	2507281569	Ceiling
CU-09	Trane	M4THS1718A11N	63249908241	Ground
CU-10	TBD	TBD	TBD	Ground

922 Main Street (1) Trane, split system, M# 5TTR7060A-1.