

**North Riverside Public Library District
2400 S. Des Plaines Avenue
North Riverside, Illinois**

**Agenda -
Committee of the Whole
Board of Trustees
August 14, 2017
6:30 PM**

1. **Open of Meeting**
 - A. Call to order
 - B. Determination of quorum
 - C. Recognition of visitors to the meeting
 - D. Approval of agenda and requested changes to agenda
2. **Open Forum**

Audience Note: If you wish to speak to the Board, please read and complete the open forum sheet provided and give it to the Board Secretary.
3. **Personnel Committee**

Introduction of new trustee
4. **Building and Grounds Committee**

Review cement bids (Action)
Review information regarding repair of air conditioner condenser (Action)
Review proposal to take over the HVAC mechanical work (Action)
Review information regarding upgrade of security system (Action)
Discussion about removal of older plants on the south side of the parking lot
5. **Closed session** (The Board of Trustees may decide, by a roll call vote, to convene in closed session if there are matters to discuss confidentially, in accordance with the Open Meetings Act)
6. **Return to open session**
7. **Possible action item** (pertaining to closed session discussion)
8. **Adjournment**

Note: Agenda items may be added that pertain to discussion or information. No items may be added to the final agenda that require Board action.

Next meeting is currently scheduled for August 21, 2017.

Proposal

MIKE'S CONCRETE

Excavation • Foundations • Flatwork

7041 26th Parkway • Berwyn, IL 60402

(708) 788-0225 • (708) 788-0406 fax

PROPOSAL SUBMITTED TO N. RIVERSIDE LIBRARY	PHONE 447-0869	DATE 6-14-17
STREET DEPLAINEZ AVE	JOB NAME	
CITY, STATE AND ZIP CODE AL. RIVERSIDE	JOB LOCATION	
ESTIMATED STARTING DATE		JOB PHONE

We hereby submit specifications and estimates for:

JOB DESCRIPTION

REMOVE + REPLACE APPROX. 560 SQ FT
OF CONCRETE
NEW CONCRETE TO 6 BAG MIX, 5" THICK,
OVER 4" COMPACTED STONE
EXPANSION + CONTROL JOINTS AS REQ.
BROOM FINISH
TWO HANDICAP TILES 8 FT \$5,600—
6 x 13 FT DUMPSTER PAD ADD. \$600—
BIKE RACK BY OTHERS

We propose hereby to furnish material and/or labor - complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our worker's are fully covered by Workmen's Compensation Insurance. Payment to be made as follows: **Full payment due upon completion of work.** 1 1/2% interest after 30 days per month. Below Acceptance Signatures responsible for any legal fees in recovering payment for work performed at above address. On 61st day after Job Completion, Delinquent Account will be forwarded to Attorney for Collection.

Authorized Signature:  Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____

June 19, 2017

Via email, hard copy to follow

North Riverside Public Library
Attn: Lorene Kennard, Director
2400 South Des Plaines Avenue
North Riverside, Illinois 60546

BUDGET ESTIMATE PROPOSAL

Job Description

We will furnish all labor & material to remove and replace the concrete from the bike bars to the back gate – 7'6" x 17'4" & 13'10" x 20'3" and the concrete gutter – 16'11". We will install two (2) ADA plates next to the gutter and a concrete pad for the dumpster – 7' x 14'. Note: We will remove and replace bike bars and tear out the bushes required for the concrete pad.

Materials Description

- 6.1 IDOT concrete mix – 4000PSI
- 5" thick concrete
- Steel rebar, 2' on center
- 4" thick stone base compacted
- Concrete cure and sealer applied
- All debris hauled away

Budget Estimate Proposal BASED ON PREVAILING WAGES\$11,900.00 plus permit fees

Note:

- There is an additional charge for the contractor to obtain the necessary permit
- One copy of the Plat of Survey is needed for the permit
- Owner agrees to let workers use outside water tap or electricity, if needed
- Full payment is due upon completion.

Thank you for the opportunity to provide this proposal for your project. If you would like us to proceed, please contact our office and a contract will be issued.

Sincerely,

Byron Andreas

Byron G. Andreas
President
Robert R. Andreas & Sons, Inc.

BGA/gs



August 4, 2017

Page 1 of 2

Ms. Lorene Kennard
Director
North Riverside Public Library
2400 S. Des Plaines Ave.
North Riverside, IL 60546

RE: Trane Condensing Coil Replacement

Dear Lorene,

Based on the information provided, the Trane condensing unit currently has a leak in one of the circuits condensing coil. If the condensing coil is damaged to a certain extent, replacement of the condensing coil will be required. Please see summary below for details of the replacement.

Summary:

- Identify the damaged circuit on the condensing unit
- Recover any remaining refrigerant from the damaged circuit
- Disassemble condenser and disconnect damaged condensing coil from refrigeration lineset
- Setup necessary rigging materials for removal and installation of the condensing coil
- Furnish and install one (1) OEM Trane single circuit condensing coil
- Rig and remove existing condensing coil from unit
- Rig and install new condensing coil into unit
- Trim in refrigeration piping and perform pressure test leak checking all connections to new coil
- Install new liquid line driers on refrigeration circuit
- Evacuate refrigeration circuit pulling proper vacuum
- Recharge with refrigerant that was originally pulled from the system
- Start system and test operations

This repair is estimated to take approximately 2 days to perform the repair. The system will be without half of its cooling capacity during the repair.

Please Note:

- Lead time on materials is currently 1 week
- Any R-22 required will be additional and is currently at \$75.50 per pound.
- Any repairs not listed in summary above (if required) will be proposed separately
- All pricing is based upon the work being performed during straight time
- A ninety (90) day labor and one year parts warranty against defects in materials and workmanship from date of system acceptance is included.
- Pricing is valid for sixty (60) days
- Atomatic's standard terms and conditions apply

Price \$9,895.00

August 4, 2017

Page 2 of 2

RE: Trane Condensing Coil Replacement (continued)

Option: System Inspection

The current proposal is based on information provided others. To assure the best possible solution, Atomatic recommends having a site visit performed by a technician from our service division. An assessment of 4 hours is recommended and would be a **Not To Exceed (NTE) Amount of \$652.00**

Option Initial Acceptance: _____

Please let us know if you have any questions and how you would like to proceed.

Sincerely,

ATOMATIC Mechanical Services, Inc.



Alex Kaslofski

Service Account Manager

Accepted By: _____

Title: _____

Date: _____

August 4, 2017

Ms. Lorene Kennard
Director
North Riverside Public Library
2400 S Des Plaines Ave
North Riverside, IL 60546

RE: Maintenance Agreement for North Riverside Public Library

Dear Lorene,

Thank you for the opportunity to provide you with this maintenance agreement for your location in North Riverside. This agreement will include the services requested for the heating and air conditioning equipment at your building.

I have included 2 options within this maintenance agreement:

- Option 1 which includes:
 - o Quarterly AHU inspections with filter changes
 - o Annual belt changes
 - o Condenser startup and running inspections
 - o Annual condenser coil cleaning
 - o Boiler startup and running inspections
- Option 2 which includes:
 - o Quarterly AHU inspections with filter changes
 - o Annual belt changes
 - o Condenser startup inspection
 - o Annual condenser coil cleanings
 - o Boiler startup inspection

Please find accompanying this letter the maintenance agreement with details on equipment coverage. Please let us know if you have any questions or would like to discuss any portion of this information.

Sincerely,

ATOMATIC Mechanical Services, Inc.



Alex Kaslofski
Service Account Manager

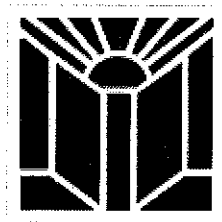
ATOMATIC

MECHANICAL SERVICES, INC.



GLOBALLY GREEN

HVAC Planned Maintenance Agreement For:



**NORTH RIVERSIDE
PUBLIC LIBRARY**

NORTH RIVERSIDE, IL

Covers Equipment at:
2400 S. Des Plaines Ave.
North Riverside, IL 60546

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

I. COVERAGE: Basic Inspection

- Equipment: Atomic Mechanical Services, Inc. agrees to perform maintenance on equipment included on the attached equipment list.
- Labor: Includes labor to perform the maintenance tasks as outlined in the attached schedule.
- Emergency Service: Emergency service is available 24 hours, 7 days a week, and will be billed at our discounted rates.
- Parts: Routine maintenance parts, such as oil, belts, filters, and grease, are included as are specific parts and upgrades listed on the equipment schedules. Repair parts are not included.
- Priority Service: You will receive priority service over our non-maintenance agreement customers.
- Discount: A 14% discount off of our prevailing rates for labor and a 10% discount on our parts list price for repairs on covered equipment.

II. INSPECTION SCHEDULE:

Atomic Mechanical Services will provide planned maintenance inspections, which will include the maintenance as described in the attached schedules. In general, these inspections include:

- Option 1 which includes:
 - Quarterly AHU inspections with filter changes
 - Annual belt changes
 - Condenser startup and running inspections
 - Annual condenser coil cleaning
 - Boiler startup and running inspections
- Option 2 which includes:
 - Quarterly AHU inspections with filter changes
 - Annual belt changes
 - Condenser startup inspection
 - Annual condenser coil cleanings
 - Boiler startup inspection

III. NOTE:

Labor and parts not specifically listed in this agreement are not included. Please see the attached schedules for complete details. Quarterly air filters and annual condenser cleaning are included in this agreement.

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

IV. CONTACT LIST:

CUSTOMER PRIMARY SERVICE CONTACT

NAME:
PHONE:
EMAIL:

TITLE:
FAX:

CUSTOMER SECONDARY SERVICE CONTACT

NAME:
PHONE:
EMAIL:

TITLE:
FAX:

CUSTOMER ADMINISTRATIVE/AGREEMENT CONTACT

NAME:
PHONE:
EMAIL:

TITLE:
FAX:

ATOMATIC ASSIGNED SUPPORT PERSONNEL:

NAME: Alex Kaslofski
PHONE: 847-818-4300

TITLE: Service Account Manager
FAX: 847-818-4303
EMAIL: akaslofski@atomic.com

NAME: Mary Klockner
PHONE: 847-818-4300

TITLE: Service Dispatcher
FAX: 847-818-4303
EMAIL: mklockner@atomic.com

NAME: Liz Sikora
PHONE: 847-818-4300

TITLE: Service Support Rep.
FAX: 847-818-4303
EMAIL: lsikora@atomic.com

NAME: Brittney Smith
PHONE: 847-818-4300

TITLE: Service Operations Mgr.
FAX: 847-818-4303
EMAIL: bjenkins@atomic.com

ATOMATIC ASSIGNED TECHNICIANS:

The primary Technician for your account is:
The back-up Technician for your account is:

TBD
TBD

ATOMATIC
MECHANICAL SERVICES, INC.

GLOBAL GREEN

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

V. **BILLING INFORMATION:**
(To be filled out or verified by Customer)

BILLING ADDRESS

- ☐ Same as Contact Address
☐ Use Following Address

CUSTOMER BILLING PRIMARY CONTACT

- ☐ Same as Customer Primary Service Contact
☐ Use the Following as Customer Billing Primary Contact

NAME: _____ TITLE: _____
PHONE: _____ FAX: _____
EMAIL: _____

Is a Purchase Order Required for Agreement?

- ☐ Yes
☐ No

PO# _____ this

Any Special Billing Instructions?

Other Information Required?

ATOMATIC
MECHANICAL SERVICES, INC.

GLOBAL GREEN

HVAC PLANNED MAINTENANCE AGREEMENT
North Riverside Public Library / 2400 S. DesPlaines Ave.

VI. EQUIPMENT LIST:

EQUIPMENT			
SCH #	QTY	MODEL/MFG	DESCRIPTION
1	1	MCCA035A / TRANE	AHU-1
2	1	RAUCC40 / TRANE	CU-1
3	2	CHN501 / Lochinvar	Boilers 1 and 2

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

VII. COVERAGE TERM:

Start Date: September 1st 2017, or (TBD)

Expiration Date: This agreement shall continue until the expiration of the contract, **August 31, 2018 or (TBD)**, and then from year to year until terminated. Either party may terminate their agreement by giving thirty (30) days written notice prior to the next anniversary date.

VIII. ANNUAL PRICE:

Maintenance Agreement Pricing		
Options	Pricing	Initial Acceptance
Option 1: Inspections Pricing	\$6,684.00	
Option 2: Inspections Pricing	\$5,592.00	

This agreement will be billed annually. Payment is due upon receipt of our invoice.

IX. ACCEPTANCE:

Automatic Mechanical Services, Inc.

Customer

Accepted By: _____

Signature

Alex Kaslofski

Name Type/Print

Service Account Manager

Title

August 4, 2017

Date

Accepted By: _____

Signature

Name Type/Print

Title

Date

The price for this Planned Maintenance Program is firm for Thirty (30) days from the date of this proposal.

ATOMATIC
MECHANICAL SERVICES, INC.

GLOBAL GREEN

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

Schedule 1

Air Handling Unit Inspections

A. Cooling startup inspection performed in spring (performed once a year)

1. Inspect and change filters
2. Check / clean condensate drain line
3. Inspect blower drives and belts
4. Lubricate blower motor and fan bearings.(as necessary)
5. Check and record blower motor amperage
6. Start system and observe operation.
7. Check operating and safety controls and settings on unit
8. Check and record voltage.
9. Check all electrical connections
10. Check temperature differential across evaporator section
11. Check outdoor air damper operations
12. Check economizer filters and intakes

B. Cooling running inspection performed in summer (performed once a year)

1. Inspect and change filters
2. Check / clean condensate drain line
3. Inspect blower drives and belts
4. Lubricate blower motor and fan bearings.(as necessary)
5. Check and record blower motor amperage
6. Start system and observe operation.
7. Check operating and safety controls and settings on unit
8. Check and record voltage.
9. Check all electrical connections
10. Check temperature differential across evaporator section
11. Check outdoor air damper operations
12. Check economizer filters and intakes

C. Heating startup inspection performed in fall (performed once a year)

1. Inspect and change filters
2. Inspect blower drives and belts
3. Lubricate blower motor and fan bearings.(as necessary)
4. Check and record blower motor amperage
5. Start system and observe operation.
6. Check operating and safety controls and settings on unit
7. Check and record voltage.
8. Check and record inlet and outlet water temperatures
9. Check all electrical connections
10. Check temperature differential across hot water coil section
11. Check outdoor air damper operations
12. Check economizer filters and intakes

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

Schedule 1 (continued)

D. Heating running inspection performed in winter(performed once a year)

1. Inspect and change filters
2. Inspect blower drives and belts
3. Lubricate blower motor and fan bearings.(as necessary)
4. Check and record blower motor amperage
5. Start system and observe operation.
6. Check operating and safety controls and settings on unit
7. Check and record voltage.
8. Check and record inlet and outlet water temperatures
9. Check all electrical connections
10. Check temperature differential across hot water coil section
11. Check outdoor air damper operations
12. Check economizer filters and intakes

Schedule 2

Condensing Unit Inspections

A. Cooling startup inspection performed in spring (performed once a year)

1. Start system and observe operation.
2. Check and record suction pressure.
3. Check and record discharge pressure.
4. Check and record sub cooling.
5. Check and record superheat.
6. Check refrigerant charge.
7. Check operating and safety controls.
8. Check and record voltage.
9. Check and record compressor amperage.
10. Check condenser fan motor amperage.
11. Check all electrical connections.
12. Meg test compressor annually motor where applicable.
13. Check crankcase heater.

B. Cooling running inspection performed in summer (Performed once a year if option 1 is chosen)

1. Start system and observe operation.
2. Check and record suction pressure.
3. Check and record discharge pressure.
4. Check and record sub cooling.
5. Check and record superheat.
6. Check refrigerant charge.
7. Check operating and safety controls.
8. Check and record voltage.
9. Check and record compressor amperage.
10. Check condenser fan motor amperage.
11. Check all electrical connections.
12. Check crankcase heater.

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

Schedule 3

Boiler Inspections

A. Boiler startup inspection performed in fall (performed once a year)

1. Check all electrical connections
2. Disassemble boiler and clean heat exchanger section of boiler
3. Pull burner section and clean ignition assembly
4. Check operations of gas train
5. Inspect system for gas leaks
6. Inspect system for water leaks
7. Start system and observe operation.
8. Check operating and safety controls.
9. Check and record voltage.
10. Check and record pump amperages
11. Check boiler setpoints and alarms

B. Boiler running inspection performed in fall (performed once a year) (Performed once a year if option 1 is chosen)

1. Check all electrical connections
2. Check operations of gas train
3. Inspect system for gas leaks
4. Inspect system for water leaks
5. Start system and observe operation.
6. Check operating and safety controls.
7. Check and record voltage.
8. Check and record pump amperages
9. Check boiler setpoints and alarms

Provide a detailed report on each piece of equipment at each inspection with exact findings, settings, results, and recommendations.

HVAC PLANNED MAINTENANCE AGREEMENT

North Riverside Public Library / 2400 S. DesPlaines Ave.

TERMS AND CONDITIONS

1. INITIAL INSPECTION AND/OR SEASONAL STARTUP

The equipment listed in this agreement is being accepted with the understanding that it is in good operating condition. On the first preventative maintenance visit or initial seasonal start-up, if any repairs are necessary, this agreement shall not be binding until these conditions have been corrected at the customer's expense. Atomic shall provide scheduled maintenance for such equipment with the understanding that the Customer shall be responsible for its present or future repair or replacement, unless noted otherwise in this agreement.

2. PREVENTATIVE MAINTENANCE AND MATERIALS

Preventative maintenance visits shall consist of labor required to perform maintenance on the equipment listed in the agreement. A preventative maintenance visit, unless otherwise listed in this agreement, is to be performed during normal working hours of 7am to 3:30 pm, Monday through Friday, excluding holidays. Materials included to perform scheduled maintenance visits on the listed equipment are listed on the attached schedules. All other materials are not included. Atomic reserves the right to reassign any of the assigned personnel without notice.

3. REPAIRS

In no event will Atomic be obligated to repair any equipment damaged by reason of any case other than normal use of the equipment, including negligence, misuse, misapplication, abuse, gross operator error, clogged filters (unless Atomic provides air filter service), faulty system engineering or design, code requirements, or damage caused by fire, flooding, explosion, earthquake or similar casualty.

4. EXCLUSIONS

Repairs to be provided under this agreement, unless otherwise specified, shall not include any of the following:

- All non-moving parts such as pressure vessels, coils, hydronic, pneumatic, and refrigerant piping, refrigerant, boiler and heat exchanger tubes, cabinets, tower fill, refractory, combustion chambers, flues, boiler breaching and settings, fan housings, condensate pans, structural support, isolators, fuel tanks, canvas isolators, latches, obsolete parts, lights, and fixtures.
- Damage caused by electrical power surge or lightning strike, electrical and control wiring prior to the unit package or disconnect, and obsolete parts.
- Water treatment, de-liming, acid cleaning, duct cleaning, or any other method of cleaning not specifically itemized in the attached schedules.
- Balancing of air, water, or steam distribution.
- Work necessitated by adjustments, repairs, or alterations by parties not authorized by Atomic.
- Equipment under warranty. Customer shall provide Atomic with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Atomic shall advise Customer if such equipment becomes defective within the warranty period, during which time Atomic shall not be responsible for replacing or repairing such equipment, unless Atomic is responsible for warranty administration.

5. EMERGENCY SERVICE

Emergency service shall be limited to the type of service described by the coverage of the agreement. Any additional service requested by the Customer will be charged at discounted agreement rates.

6. EQUIPMENT ACCESS

The Customer shall, at any and all times, provide Atomic with safe access to all equipment and devices which are part of this agreement including any removal, replacement, refinishing of the building structure if required. Atomic reserves the right to charge the customer for any delays resulting from failure of customer to provide such access. Atomic may at reasonable times and as necessitated by maintenance procedures, regulate, start or stop the listed equipment.

7. EQUIPMENT MODIFICATIONS OR CHANGES

If the equipment included in this agreement is changed, modified, or used in a new way by any party during the term of this agreement, then the agreement may be modified and the price adjusted by Atomic.

8. LIABILITY

Atomic shall not be responsible for any losses, delays, or damages as a result of interruption in use of the equipment or due to labor disturbances, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flooding, corrosion, Acts of God, acts of Government, the inability to obtain materials or supplies, or any other conditions beyond Atomic's control. It is expressly agreed that Atomic assumes no liability for negligence or failure whatsoever. In no event, shall Atomic be liable to the Purchaser for actual, incidental and/or consequential damages or losses. The Customer must inform Atomic if they carry any boiler or pressure vessel insurance on the listed equipment, and provide a copy of that policy if requested by Atomic. The Customer shall indemnify Atomic for any loss or expense resulting from any personal injury to Atomic's personnel while on the Customer's premises.

9. CONTRACT PERIOD

This agreement shall be in effect for one year unless otherwise stated in this agreement and, unless terminated in writing by either party not less than 30 days prior to the expiration of the current term or any one year renewal, shall be automatically extended from year to year. Atomic will notify the Customer of any changes in charges in writing before the expiration of the current term. The Customer must reject those changes in writing before the expiration date of the agreement; otherwise the agreement is automatically renewed at the new level of charges. In the event the Customer rejects the charges, Atomic may terminate this agreement. In the event of an early cancellation, the customer agrees to pay the remaining balance of the service fee for the current term.

10. AGREEMENT AND NOTICE

This document embodies the entire agreement between the Parties, and no oral agreement and correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written document duly executed by both parties. This agreement shall be construed according to the laws of the State in which the work is being performed. This agreement shall be considered divisible as to any provision which contravenes any law. This agreement may not be assigned or transferred without the written consent of both parties.

11. NO SERVICE

No service will be rendered under this agreement if the customer has a past due account. In the event that the Customer fails to pay any amounts due hereunder when due, Atomic reserves the right to charge 1% of the unpaid amount each month or partial month such amount remains unpaid. The customer shall pay Atomic any expenses Atomic incurs in connection with the collection of any unpaid amounts hereunder, including court costs and attorney's fees.

ATOMIC
MECHANICAL SERVICES, INC.

GLOBALLY GREEN

Phone # (630)307-8805
Fax # (630)307-8842

DATE	ESTIMATE #
12/3/2013	4248

Project

NAME / ADDRESS	Ship To
North Riverside Library 2400 S. Des Plaines North Riverside, IL 60546	North Riverside Library 2400 S. Des Plaines North Riverside, IL 60546

DESCRIPTION	QTY
Vista 128BPT Panel	1
Labor	1

\$765.90

Current software agreement



Building Automation System Maintenance Agreement

February 13, 2014

Prepared for:

North Riverside Public Library

2400 S. DesPlaines Ave.

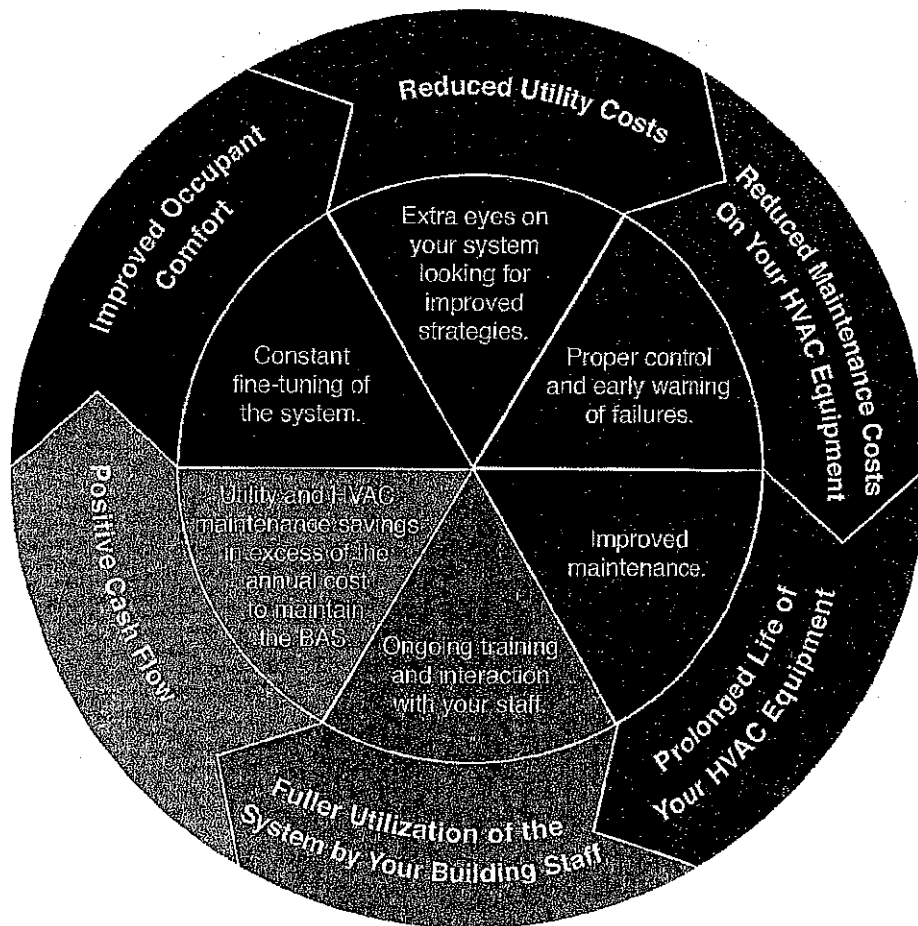
North Riverside, IL

Attn: Bob Lifka

Building Automation Maintenance Agreement

You have made a significant investment in a Building Automation System. To insure you maximize the return on that investment Control Engineering Corp. (CEC) recommends you consider the proposed service agreement. Your Building Automation System (BAS) is fluid and will evolve. If you do nothing it will gradually become less useful. If you invest in improving it, and your use of it, it will constantly improve and deliver increased value to you and your facility. CEC is committed to help you realize the full potential and benefit of your system.

Proper maintenance is key to maximizing your investment in this system. With proper maintenance you will receive the following benefits:



Building Automation Maintenance Agreement

Between:

North Riverside Public Library
2400 S. DesPlaines Ave.
North Riverside, IL
Attn: Bob Lifka

And:

Control Engineering Corp.

February 13, 2014

Contract Term: from 3/1/14 through 2/28/15

Maintenance Agreement to maintain your Building Automation System (BAS) at the Hyatt Rosemont facility.

The annual investment to maintain your system at its peak is:

Preventative Maintenance and Technical Support:	\$3,400.00
New Customer Discount:	(\$340.00)
Total Maintenance Agreement:	\$3,060.00

Sincerely,



David G. Dickerson, P.E.
Principal

Accepted By: _____ Date: _____

Title: _____ PO#: _____

Attachments:

- Level of Service
- Description of Services Offered
- Schedule of Covered Equipment
- Schedule of Preventative Maintenance Tasks
- Terms and Conditions
- Service Request Procedures

Level of Service

The following is an itemization of the levels of service chosen for your contract. Please see attached descriptions and schedules.

Preventative Maintenance Package:

- Workstations and Servers: 1 times per year
- Global and System Controllers: 1 times per year
- Unitary Controllers: 1 times per year
- Sensors and transducers: 0 times per year
- Valves: 0 times per year
- Damper Actuators: 0 times per year

Technical Support Package:

- Review Service Log Book: 4 times per year
- Phone Support/Remote service: Unlimited
- Database Back-ups: 4 times per year
- Software subscription: Included

Scope includes 4 (quarterly) Half day visits. We will complete above tasks and any remaining time we will perform tasks at the request of owner.

Equipment Repair Service:

- ☐ Full Coverage: on the following checked equipment
 - ☐ Workstations, Servers and Network
 - ☐ Global and System Controllers
 - ☐ Unitary Controllers
 - ☐ Sensors and Transducers
 - ☐ Valves and Damper Actuators
 - ☐ Other
 - ☐ Repair Allowance: \$0,000.00 per year
 - ☒ Pay As You Go: On all items not checked above.

Training Allowance:

- ☐ Training Allowance: \$0,000.00 per year

Continuous Commissioning:

- ☐ Continuous Commissioning per attached schedule.

Monitoring Service:

- ☐ Monitoring of attached list of alarms.
- ☐ Periodic review and report. ☐ Weekly, ☒ Monthly

Description of Services Offered

The following is a description of the various services CEC offers as part of our service agreements. Please see the scope page of your contract for which services are selected for your agreement.

Preventative Maintenance Package: The benefit of this package is that it keeps your investment in your automation system operating at peak performance and avoids inevitable deterioration.

- CEC will perform periodic site visits to optimize system performance.
- We will provide a Software Engineer and/or Field Tech to review your system.
- All our Software Engineers are specialists in software programming, networking analysis and HVAC system performance.
- All our Field Techs are Union Journeymen (Electricians and Pipefitters). They have training in HVAC system analysis, Electronics, and product maintenance.
- Services performed include: (see schedule X for complete detail)
 - Review of service log
 - Review of any items in override
 - Review alarm log
 - Database review and management
 - Server/Workstation maintenance.
 - Device calibration
 - Controller review/maintenance.
 - Re-tuning control loops as necessary.

Technical Support Package: This service will give your staff the needed support to allow them to fully utilize the system.

- Service Log Book: Provide site service log book for documenting all problems
- Phone Support: Technical experts will assist you via the phone to identify and resolve operational issues. Support will be available weekdays 8:00 am till 4:00 pm. Included at no charge. Support is also available off hours, weekends and holidays with a slight up-charge for premium time.
- Remote On-Line Service: Our expert will log on remotely and troubleshoot your system to resolve operational issues. Owner to provide and maintain a high speed internet connection and/or phone line for this service.
- Database Protection: CEC will periodically (see schedule) back up the system database and files. One back-up copy will be left on site and one maintained off site on CEC's server.
- Software subscription: CEC will update software & firmware when new releases are made available from the manufacturer. This includes revisions to current products (such as rev. 2.1 to 2.2). New products will be offered at a discounted price (such as rev. 2.x to 3.x).

Equipment Repair Service: We provide three levels of repair service. You can choose the level of service that best meets your needs and budget. In all cases you will save money with our service. With our expert staff, issues will be diagnosed and resolved in less time.

- Full Coverage: This is complete coverage of materials and labor similar to an "extended warranty". This coverage can be on all categories of equipment or just some. Example, you can get full coverage on the controllers but not the field devices. The benefit of full coverage is that you have a known fixed cost for repairs and no surprises.

Description of Services Offered (continued)

- **Repair Allowance:** This is an annual prepaid dollar allowance for any repairs, expansions or upgrades. Repairs, etc. will be "charged" against the allowance at the reduced agreement customer rate. The cost of this service is further discounted. Any unused allowance can be used for any other service we offer. This is an excellent service to cover those minor changes you would like to have done.
- **Pay As You Go:** Under this service all repairs are billed at the discounted rates. As a maintenance agreement customer, you receive reduced rates for each hour of billed labor and special multipliers on manufacture's list prices for materials.

Training Allowance: A well trained staff is the best way to get a good return on your investment. This service puts in place a plan to keep your staff up to speed on the proper and most efficient use of the system. You have staff turnover, personnel that may have gotten "rusty" and a need to continually improve the knowledge of your staff.

- This is an annual prepaid dollar allowance, which can be used for ongoing training. Training can be any of these forms: on-site custom training, classroom training or on-line training. The cost of this service is discounted. Any unused allowance can be used for any other service we provide.

Continuous Commissioning: The benefit of this service is to keep your systems operating at designed peak efficiency. It also uncovers problems that may go unnoticed for a long time. You commissioned the system when it was first started, but much happens over time and it is a good idea to do a thorough check-up on a periodic basis. This goes beyond the standard preventative maintenance and verifies everything is operating properly.

- Under this service we will make a list of all of the HVAC systems in your facility and set up a periodic schedule so that one or more system gets re-commissioned each year and every system gets done every several years.
- Re-commissioning involves a thorough test and verification of all devices and control sequences. End-to-end accuracy and functionality of all devices are tested.
- We will issue a detailed report showing everything that was verified.
- This can be provided as a separate service or as part of the preventative maintenance package.

Monitoring Service: For facilities that do not have 24x7 coverage for their buildings, this service lets CEC be your eyes & ears. We will monitor your system for alarms and trouble. If a problem occurs in the middle of the night or on a long weekend, we will respond to it instead of discovering it when occupants arrive in the morning.

- If anything goes into alarm day or night, we will have an expert contact your system on-line and diagnose the problem to the extent possible.
- After the problem is diagnosed we will respond in a pre-approved manner which may include any or all of the following:
 - Place phone calls to one or more people.
 - Send emails to one or more people.
 - Dispatch technicians to repair the problem
 - Contact other service providers who may service your mechanical or electrical equipment.

Description of Services Offered (continued)

- Every incident will have a follow-up email stating the issue and resolution.
- We will monitor a daily "heartbeat" to insure all communications are functioning properly. Absence of a successful heartbeat will generate an alarm.
- We will periodically contact your system on-line and look for any issues. We can issue a report via email after each review if you wish.
- Owner is responsible to maintain internet and/or phone line connection to the system.

Annual Review: The benefit of this service is to give you, and us, a "report card" on how we are collectively doing to maximize performance of the system. It will provide an opportunity to enhance your use of the system and our ability to better meet your needs. Included in all service agreements.

- CEC will annually review with your staff and discuss the services performed during the past year.
- We will ask for your feedback on how well we met your needs and see if adjustments to coverage are warranted.
- We will review how the system has performed, and how well it was utilized.
- We will recommend any improvements and options to enhance system performance, resolve operational problems and meet your changing needs and objectives.
- We will review opportunities to reduce utility costs.

Initial Coordination Meeting: Included in any new, or modified, service agreement.

- This meeting is to insure that everyone involved from CEC and you, our customer, understand and agree with the expectations of the service offered.
- At the start of the service agreement CEC will meet at the customer site. We suggest the Facility or Property Manager and Chief Engineer attend.
- We will introduce the various personnel that will be servicing your account.
- We will review the scope of the services offered and go over expectations and answer any questions you may have.
- CEC will deliver a service log book and review its purpose and use.
- We will review best methods for contacting us should emergency service be required.

Schedule of Equipment

Note: check mark ☒ denotes items with full coverage repair service. If no check mark ☐, repairs are pay as you go or applied toward allowance.

Manufacturer: Alerton, Product line: BACtalk

Workstations, Servers, Software and Network:

- ☐ 1 Workstation w/ Envision for IBEX 2.1
- ☐ 0 Server w/ Windows 7 and Alerton ABS3 v. 3.0
- ☐ Network and Switches

Global and System Controllers:

- ☐ 1 Global Controllers Apex
- ☐ 2 System Controllers APLCs

Unitary Controllers:

- ☐ 31 Unitary Controllers TUX
- ☐ 0 Unitary Controllers

Sensors and transducers:

- ☐ 0 Temperature sensors
- ☐ 0 Humidity & Pressure sensors
- ☐ 0 Gas sensors
- ☐ 0 Flow, BTU and utility meters
- ☐ 0 relays, current switches and status points
- ☐ 0 transducers

Valves and Damper Actuators:

- ☐ 0 Belimo control valves
- ☐ 0 Belimo damper actuators

Other:

- ☐

Schedule of Preventative Maintenance Tasks

The Preventative Maintenance routines as defined within this section shall be executed **as outlined in Levels of Service Schedule.**

General:

Preventative Maintenance Reports and Recommendations:

- Upon completion of each PM routine, a written report and presentation of findings/recommendations will be provided to the appropriate Facilities personnel.

Review Site Log Book:

- Each Preventative Maintenance routine begins with a review of your site log book so that ongoing issues can be noted and a plan made to address them.
- We will do triage type diagnostics. Minor fixes can be fixed under the allowance. Major issues will have proposals generated.

Workstations and Servers:

Review Network and Communication:

- Verify Communication with all Client Workstations.
- Verify Web Access system (if applicable).
- Review system for CRITICAL and OFF-LINE status indicators.
- Review system for OVERRIDE and DISABLED status indicators.
- Verify all network services running properly.
- Check the operation of any modem lines and/or internet connections.
- Review status of communication to all controllers.
- The following Network Analysis tasks are performed as appropriate to verify or discount suspected communications problems.
- Analyze the number of operator or system change occurrences (Alarms, Trends, Uploads) for impact on network performance.
- Analyze the Error Rate & Transmission Rate.
- Any issues are noted and recommendations made.

Review operating system software:

- Review Windows Event Logs
- Check to confirm all Services Running
- Check for unusual page faults
- Check that all system updates are current.
- Check the status of virus protection. Update if necessary.
- Cold reboot server/workstation, Just as with your Personal Computer, it is important to reboot the Server periodically to clear the memory, page faults, etc.

Schedule of Preventative Maintenance Tasks (continued)

Perform System Analysis of Server hardware: (once per year)

- Execute disk cleanup. This utility allows for the deletion of temporary or unused files.
- Execute SCANDISK for Server. This utility checks your hard-drive for errors. File fragments and other errors may cause your system to intermittently "crash" or run at less than peak performance.
- Execute DEFRAG for Server. This utility in conjunction with SCANDISK will defragment your hard drive. A fragmented hard drive may cause your system to intermittently "crash" or run at less than peak performance.
- Analyze free hard drive space and perform off-line storage for older files if space needed.
- Clean out computer and keyboard with compressed air.
- Wipe down keyboard, monitor and mouse with wipes.

Review BAS System Software:

- Review alarm log, looking for critical point conditions.
- Review alarm log for points that generate excessive alarms.
- Review alarm log for points that generate unnecessary alarms.
- The technician will make recommendations to address root cause hardware or software issues causing alarms.
- Review Event Log looking for unusual events.
- The technician will make recommendations to address issues causing events.
- Run reports to check for failed points. Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
- The technician will make recommendations to address failed points.
- Run reports to check for points in Operator Override. Points in operator override cause the system to not run in "Automatic" mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
- The technician will make a list of all points in Operator Override along with recommendations to address root cause.
- Review the system as a whole from the Graphic Workstation and ensure the control system is operating as desired. Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
- Any discrepancies or areas of concern will be noted.
- Verify Software revisions on all workstation/server software. Update to latest version covered by contract.

Database Maintenance:

- Execute database repair operation. The repair operation enhances system stability and reliability, while increasing database access and system speed.
- Perform database compacting. The Compact operation is similar to disk defragmenting. It consolidates database files on the hard disk, rearranging how files are stored so they use disk space more efficiently and system database access time is decreased.
- The site databases will be backed up with one copy left on site and another copy placed on CEC's off site server.

Schedule of Preventative Maintenance Tasks (continued)

Global and System Controllers:

Network Analysis:

- A properly functioning network is critical to the correct operation of the system. Each Global Controller will be analyzed.
- Analyze each MS/TP or other sub network for error rate and transmission rate.
- The Global Controller Error Log is reviewed and reset.

Perform a Battery Check of all Controllers:

- Fully charged Batteries are key to maintaining the volatile RAM in your controllers in the event of a power failure and/or brownout.
- Battery levels shall be checked and documented controllers. Controllers needing battery replacement shall be identified to owner's representative.

Perform Memory Analysis of all Controllers:

- Each controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
- A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
- Any panels that are low on memory will be noted along with recommendations to remediate the issue.

Review Controllers Operation:

- Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.
- ROC File Version is verified against most recent version and known system issues.
- The DDC Program is verified to be running.
- System Date/Time settings are verified.
- Daylight Savings settings are verified.

Central Plant – Operational Verification:

- The operation of Central Plant equipment will be reviewed:
 - Verify the discharge set points of each system against actual temperatures.
 - Verify historical staging/loading of equipment.
 - Review historical trends for short cycling.
 - Provide a report of any discrepancies found.

AHU/ACU – Operational Verification:

- Verification of the correct function of the AHUs and the controllers controlling them will be performed:
 - Verify that the AHU/ACU is being controlled at the appropriate value.
 - Review historical trends for hunting/cycling.
 - Change each set point and verify smooth transition and stable control to new set point.
 - Return each set point to original value.
 - Provide a report of any discrepancies found.

Schedule of Preventative Maintenance Tasks (continued)

Unitary Controllers:

VAV/Terminal Device – Operational Verification:

- The majority of a facility's energy use occurs at the terminal device level. By performing reviews of the entire system's Terminal Device operation accurate temperature and pressure control is ensured and energy usage is significantly decreased.
- This service provides an exception based review of the operation of all your terminal devices.
- Logs will be run to review all Terminal Boxes for 100% open dampers.
 - A box with a 100% damper command may indicate a falsely low CFM reading. This may be the result of loose or disconnected velocity pickup tubes, an inaccurate flow coefficient requiring balancing, or a faulty controller. A 100% damper command may also be the result of the VAV unable to achieve the desired CFM. This may be an indication of a binding or loose damper or actuator, an obstructed duct (fire smoke or balancing damper), or too low of a duct static pressure.
- Logs will be run to review all Terminal Boxes for 0% open dampers.
 - A box with a 0% damper command may indicate a falsely high CFM reading. This may be the result of a loose or disconnected velocity pickup tube. Another cause of a 0% Damper Command would be a loose or binding damper or actuator that is unable to close fully and lower CFM. A faulty controller may also be the cause.
- Logs will be run to review all Terminal Devices for 100% open valves.
 - A Terminal Device with a 100% valve command may indicate an undersized coil, a clogged valve, insufficient reheat water temperature, a closed isolation/balancing valve, or an improper heating mode CFM. A faulty controller may also be the cause.
- Review zones for inability to maintain set point.
- Provide a report of any discrepancies found.

Unitary Controllers other – Operational Verification:

- Verify the operation of any other unitary controllers.
- Provide a report of any discrepancies found.

Schedule of Preventative Maintenance Tasks (continued)

Point Hardware: (Not Included)

Temperature sensors:

- Temperature sensors do not drift so we will check them all to see that they have a logical value. Ones found out of range will be individually checked at the device.

Humidity & Pressure sensors:

- We will calibrate all humidity sensors by placing a calibrated instrument next to them.
- We will calibrate all pressure sensors against a calibrated instrument. Differential pressure transducers will have their reference ends checked for clogs or blockages.
- Minor differences will be recalibrated. Major differences will be reported as failed.
- Recommend replacement when sensor nears end of its useful life.

Gas sensors:

- Gas sensors will be calibrated per manufacture recommendations.
- Minor differences will be recalibrated. Major differences will be reported as failed.
- Recommend replacement when sensor nears end of its useful life.

Flow and Utility meters:

- Flow meters will have their transducers calibrated per factory recommendations.
- Utility meters will be checked against utility bills. (owner to provide utility bills).

Relays, Current Switches and Status points:

- All binary points will be visually verified and change of state will be checked where practical.

TERMS AND CONDITIONS

1. PREVENTATIVE MAINTENANCE AND MATERIALS

Preventative maintenance visits shall consist of labor required to perform maintenance on the equipment listed in the agreement. A preventative maintenance visit, unless otherwise listed in this agreement, is to be performed during normal working hours of 7am to 3:30 pm, Monday through Friday, excluding holidays. Materials included to perform scheduled maintenance visits on the listed equipment are listed on the attached schedules. All other materials are not included. Control Engineering reserves the right to reassign any of the assigned personnel without notice.

2. INITIAL INSPECTION (FOR HARDWARE REPAIR COVERAGE ONLY)

The equipment listed in this agreement is being accepted with the understanding that it is in good operating condition. On the first preventative maintenance visit if any repairs are necessary, this agreement shall not be binding until these conditions have been corrected at the customer's expense. Control Engineering shall provide scheduled maintenance for such equipment with the understanding that the Customer shall be responsible for its present or future repair or replacement, unless noted otherwise in this agreement.

3. LIMITS OF COVERAGE (FOR HARDWARE REPAIR COVERAGE ONLY)

This Maintenance Agreement is valid for normal system use and operation. Any system failures due to fire, flood, lightning, water, natural disaster, or gross misuse will not be covered under this agreement. Damage to equipment or wiring, system interruptions, computer viruses or other service problems resulting from negligence, abuse, misuse, improper operation, lack of operator maintenance or caused by others during construction projects is not covered. No warranties, guarantees, or liabilities, other than those specifically itemized in this Agreement, are implied or granted.

4. SERVICE HOURS

Customers may call for service 24 hours a day to 630-954-1300, following prescribed procedures (see Service Request Procedures). Normal work hours are 7:00am to 3:30pm for electricians and pipefitters and 8:00am to 4:30pm for software engineers. Unless specified otherwise in this contract, premium charges will be billed for any work or phone support done outside of defined normal hours. Doubletime charges apply Saturday 3:30pm thru Monday 7:00am and holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Time-and-a-half charges apply all other hours outside of normal hours. Cover services performed outside of normal hours will be billed for the premium only portion of the rate.

5. RESPONSE TIME

Control Engineering will respond to all emergency calls with a return phone call within 2 hours (during normal working hours) or 4 hours (any other time). Control Engineering will respond to all non-critical service calls by the next business day.

6. MINIMUM BILLING

For any billed services the following minimums apply: Phone support 2 hours. On site work, 2 hours during normal hours and 4 hours during premium times. Time in excess of minimum hours will be billed in half-hour increments. A \$50.00 minimum daily vehicle trip charge will be added to all billable on-site service calls.

7. EQUIPMENT MODIFICATIONS OR CHANGES

If the equipment included in this agreement is changed, modified, or used in a new way by any party during the term of this agreement, then the agreement may be modified and the price adjusted by Control Engineering.

8. LIABILITY

Control Engineering shall not be responsible for any losses, delays, or damages as a result of interruption in use of the equipment or due to labor disturbances, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flooding, corrosion, Acts of God, acts of Government, the inability to obtain materials or supplies, or any other conditions beyond Control Engineering's control. It is expressly agreed that Control Engineering assumes no liability for negligence or failure whatsoever. In no event, shall Control Engineering be liable to the Purchaser for actual, incidental and/or consequential damages or losses. The Customer must inform Control Engineering if they carry any boiler or pressure vessel insurance on the listed equipment, and provide a copy of that policy if requested by Control Engineering. The Customer shall indemnify Control Engineering for any loss or expense resulting from any personal injury to Control Engineering's personnel while on the Customer's premises.

9. CONTRACT PERIOD

This agreement shall be in effect for one year unless otherwise stated in this agreement and, unless terminated in writing by either party not less than 30 days prior to the expiration of the current term or any one year renewal, shall be automatically extended from year to year. Control Engineering will notify the Customer of any changes in charges in writing before the expiration of the current term. The Customer must reject those changes in writing before the expiration date of the agreement, otherwise the agreement is automatically renewed at the new level of charges. In the event the Customer rejects the charges, Control Engineering may terminate this agreement. In the event of an early cancellation, the customer agrees to pay the remaining balance of the service fee for the current term.

10. BILLING

The Maintenance agreement will be billed either, monthly, quarterly or annually as outlined in contract. Invoices are due and payable 30 days from the date of invoice.

11. AGREEMENT AND NOTICE

This document embodies the entire agreement between the Parties, and no oral agreement and correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written document duly executed by both parties. This agreement shall be construed according to the laws of the State in which the work is being performed. This agreement shall be considered divisible as to any provision which contravenes any law. This agreement may not be assigned or transferred without the written consent of both parties.

12. NO SERVICE

No service will be rendered under this agreement if the customer has a past due account. In the event that the Customer fails to pay any amounts due hereunder when due, Control Engineering reserves the right to charge 1% of the unpaid amount each month or partial month such amount remains unpaid. The customer shall pay Control Engineering any expenses Control Engineering incurs in connection with the collection of any unpaid amounts hereunder, including court costs and attorneys fees.

Service Request Procedures

Please follow the following procedures in order to insure you get prompt service.

Before you call:

- Determine, to the best of your ability, that the problem is related to the control system and not a mechanical equipment or electrical problem. This will avoid charges for uncovered services.
- Document the problem. Make notes in the site log, or other method, as to the exact symptoms and times they occurred.
- Print or save to disk applicable trend logs.
- Take screen shots of applicable graphics.

For service call 630-954-1300 24 hours a day.

- During normal hours, ask the operator for the Control Engineering Service line. After hours, when you get the answering service, tell the operator that your call is a "service call".
- Inform the operator if you want "emergency Service" (same day response) or "non-critical" (next business day response).
- Describe the nature of the problem in simple terms (remember you are talking to a non-technical person at this point).
- In order to receive a return call, please give your name, phone number(s) and any special instructions to help us contact you.
- You will receive a return call, within the prescribed minimum response time, from a technical person who can take the more detailed information.

Please Don't!

- Do not call the cell phone, or direct extension, of individual employees. The calls will not be logged and this will hinder our ability to respond to you in a timely manor.

Our Promise

- Our goal is to deliver prompt service. Thank you for helping us better serve you by following these procedures.
- If for any reason you are not satisfied with our service please contact your Account Executive.

MAINTENANCE AGREEMENT

I. SELLER

SALES

SERVICE

ENGINEERING

SINCE 1960

WEST TOWN

REFRIGERATION
CORPORATION

HEATING • AIR CONDITIONING • REFRIGERATION • BUILDING AUTOMATION

947 S. RIDGELAND AVENUE OAK PARK, ILLINOIS 60304

PHONE: 708-383-5300 FAX: 708-383-0031

II. PURCHASER

NAME: NORTH RIVERSIDE PUBLIC LIBRARY

ADDRESS: 2400 S. DES PLAINES AVENUE-NORTH RIVERSIDE, IL 60546

PHONE: 708-447-0869 Person in Charge: MR. ROBERT LIFKA

SERVICE LOCATION:

III. TYPE OF AGREEMENT

☐ **PARTS, LABOR AND COMPRESSOR AGREEMENT**

All Services described in Parts and Labor Coverage with compressors added as part of this full coverage policy.

\$ _____ Per _____

☐ **LABOR AND PARTS AGREEMENT**

All provisions apply. Parts and labor are included.

\$ _____ Per _____

☒ **PREVENTATIVE MAINTENANCE AGREEMENT**

All provisions apply except VI. (A) & (B) Labor and parts not included.

No parts included. No emergency labor included.

\$159.00 Per MONTH

☐

IV. TERMS OF AGREEMENT

1. Purchaser agrees to pay Seller in advance the sum of \$ _____ per _____ beginning with the effective date of this agreement and payable in _____ installment(s).
2. This contract begins _____, and automatically shall continue in force until notice of termination is given. This contract is subject to price revision on any anniversary date and may be cancelled by either party 30 days after written notice.

V. ACCEPTANCE

This Agreement is not an offer to furnish equipment or services, but when signed by Purchaser at the place indicated below, it becomes Purchaser's offer to buy the equipment and services described herein, at the prices and on the terms and conditions indicated in this Agreement, which can be accepted following credit approval, only by a written notice of acceptance signed by a Corporate Officer or Secretary of the Seller.

SELLERS'S ACCEPTANCE

(Not valid unless signed by a Corporate Office or Secretary)

BY: THOMAS E. FIEDLER

SIGNATURE: [Signature]

TITLE: VICE-PRESIDENT

Agreement Number _____

PURCHASER'S ACCEPTANCE

SIGNED BY: _____

TITLE: _____

DATE: _____

VI. IT IS FURTHER AGREED THAT

- A. Provide labor necessary to keep equipment in proper operating condition (Agreements: Parts, Labor and Compressor; Labor and Parts; and Labor Only)
- B. Provide repairs or replacement parts necessary to keep equipment in proper operating condition (Agreements: Parts, Labor and Compressor; Labor and Parts)

Pulleys/Relays	Expansion Valves	Diaphragm Valves	Oil Control Valves	Thermostats
Refrigerant	Transformers	Thermocouples	Gas Orifice	Water Valves
Fans	Dehydrators	Pressure Control	Pilot	Limit Switches
Motors	Nozzles	Electrodes	Pilot Valves	Stack Switches
Belts	Strainers	Oil Burner Pumps	Liquid Control Valves	Float Valves
Igniters	Pressure Valves	Solenoid Valves	Pressure Regulators	

- C. Preventative Maintenance and Inspection includes:

To Make 2 Inspection calls yearly on Air Conditioning Equipment.

To Make Inspection calls yearly on Refrigeration Equipment.

To Make 2 Inspection calls yearly on Heating Equipment

Included:

- | | | | |
|-------------------------------|------------------------------|---------------------------|---------------------------|
| 1. Inspect Entire System | 4. <u>Check & Adjust</u> | 5. Start Up & Pump Down | 7. Furnish quotations for |
| 2. Lubricate all moving parts | Motors & Starters | Air Conditioning once per | any necessary work not |
| 3. Check operating | Valves | season. | covered by this |
| temperatures and | Gas fired units | 6. Start Up & Check | agreement as |
| pressures | Oil burners | Heating | requested by owner. |
| | Safety controls | | |
| | Compressor | | |

VII. THE PURCHASER AGREES

1. The Purchaser agrees to accept the judgment of Seller as to the best means and methods to be employed for any corrective or repair work necessary and to have repairs made promptly, and that failure to do so will release and terminate all obligations of the Seller.
2. The Purchaser agrees that any alterations, additions, adjustments or repairs made by parties other than Seller, unless authorized by Seller, may release and terminate all obligations of seller at discretion of Seller. The Seller has the right to modify this agreement to incorporate material changes made to the equipment by parties other than Seller during the term of this agreement, and the agreement price shall be adjusted accordingly.
3. The Purchaser agrees that as part of this maintenance agreement, the Seller shall not be required to furnish or install any items of equipment which may be recommended or required by insurance companies, Government, State, Municipal or other authorities, unless paid for by purchaser. Customer shall pay Seller the amount of all excise, sales, use privilege, occupation or other similar taxes imposed by Municipal, State, Federal or other recognized taxing authorities.
4. The Seller shall not be required to move or remove or replace or alter any part of the building structure in the performance of this agreement or to make any correction in design and/or engineering of the equipment or installation.
5. The Seller will be provided at any and all times with access to all equipment and devices, which are part of this agreement. Seller may at reasonable times and as necessitated by maintenance procedures, regulate the equipment on Schedule A.
6. The Purchaser agrees that the product or equipment listed in this agreement is being accepted with the understanding that said equipment is in good operating condition. Should any repairs be found necessary upon startup or initial inspections, Seller shall inform Purchaser of its condition and remedy, and a charge will be made for these repairs, governed by the prevailing labor and material rates. The Seller should not be obligated under this agreement until such time as the equipment is brought up to conditions acceptable to the Seller.
7. The Purchaser agrees to pay extra for crane rental or similar hoisting services required in the performance of this agreement as well as for the replacement or repair of water, steam, or refrigeration coils, water cooled receivers, hermetic sealed units not covered by manufacturer's warranty, or major parts which cannot be repaired due to age or unavailability or replacement parts through normal trade suppliers, and for associated equipment not listed on equipment Schedule A of the agreement. If the materials are covered by warranty, then the Purchaser agrees to pay the Seller for labor and materials necessary to replace said defective warranty equipment.
8. That the Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similar hazardous substances.
9. That preventative maintenance visits shall consist of labor required to perform preventative maintenance on the equipment listed on Schedule A. The materials required to perform scheduled maintenance visits on the equipment, where Seller is obligated under this agreement for preventative maintenance materials, only those materials necessary to perform repairs on the listed equipment on Schedule A shall be covered by this agreement.

VIII. IT IS FURTHER AGREED THAT

10. The Seller's obligation under this agreement (unless specifically written herein) will not include: latches, hardware or glass, duct work, hinges, gaskets, lights, fixtures, door heaters, plumbing and hydraulic or pneumatic piping, centrifugal tubes, flues, sheet metal, dampers, insulation, recording instruments, gauges or thermometers, water supply, electrical and control wiring up to and including the unit disconnect switch, drain and steam lines beyond the apparatus valves, electrical lines equipment beyond the apparatus main switch, moving or relocating the equipment, replacement of parts that are obsolete, repairs due to freezing or from contaminated corrosive water, water treatment (unless provided for under Optional Services in this agreement), repairs of chiller or condenser tube bundle, all non-maintainable items such as pressure vessels, tubes, cabinets, tower fill, disconnect switches, circuit breakers, boiler tubes and boiler sections or refractory, furnace heat exchangers, combustion chambers, smoke stacks, chimney and breeching, boiler breechings and settings, fan housings, condensate pans, structural supports, non-moving parts, storage tanks, painting of equipment or cleaning of coils, ducts, chimneys and flues, de-liming and/or rodding of water cooling towers and condensers (unless provided for under Optional Services in this agreement), and balancing or air, steam or water distribution.
11. In addition to and notwithstanding any other limitation of the Seller's liability, the Seller shall not be liable for any extra service or materials, losses delays or damages of any kind whatsoever due to, but not limited to, any one of the following: crane rental, electrical power surge or loss, inadequate power, blown or burned-out main or branch fuses, open circuit breakers, lack of adequate natural gas or other fuel supply or pressure, water in oil, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, contamination of water or air supply, clogged filters (unless the Seller performs Optional air filter service), interruption in use of equipment, failure to maintain desired temperatures or humidity levels, failure to provide timely service, failure to provide required parts and/or materials, inability to obtain required parts available from the original manufacturer, improper installation, operation of equipment beyond design conditions, engineering and/or design defects, latent defects, inherently dangerous materials, any deterioration beyond normal wear and tear, spoilage, rust, corrosion, erosion, flooding, fire, ice freeze-up, lightening, storms, natural disaster, explosion, misuse, neglect, abuse, negligence, willful damage, strikes, lockouts, labor disturbances, theft, riot, civil commotion, malicious mischief, vandalism, terrorist, war, Acts of government, Acts of God, or any circumstances beyond the Seller's control.
12. In addition to and notwithstanding any other limitations of the Seller's liability, in no event shall the Seller be liable to the Purchaser for any consequential, incidental, special, or punitive loss, damage or expenses (including lost profits or savings, increased expenses and costs of cover) even if the Seller has been advised of their possible existence).
13. In addition to and notwithstanding any other limitations of the Seller's liability, in no event shall the Seller be liable (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the Purchaser for an amount greater than the amount paid by the Purchaser for the defective product or work. To the exclusion of all other remedies, warranties, promises, covenants and understandings, the Purchaser's sole and exclusive remedy (the essential purpose of which is to provide the Purchaser with non-defective product or service or its monetary equivalent) against the Seller for a breach of this agreement by the Seller shall be for the Seller (at its sole discretion) to repair or replace the defective product or work or refund the money paid by the Purchaser for the defective product or work. In the event that the Purchaser's sole and exclusive remedy shall be deemed to fail of its essential purpose, the Purchaser nevertheless agrees that its recovery shall, in the aggregate, not exceed the total amount of money paid to the Seller by the Purchaser for the defective product or work or, if applicable, the service charge for one monthly service period, whichever is greater.
14. The purchaser shall provide the Seller with a copy of any and all warranties covering the equipment now and hereafter included in this agreement. The Seller shall advise the Purchaser if such equipment becomes defective within the warranty period, during which time the Seller shall not be responsible for replacing or repairing such equipment, but shall provide the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH SPECIFICALLY HEREIN. THERE ARE NO IMPLIED WARRANTIES ON THE GOODS OR SERVICES PROVIDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. Emergency service required to protect life or property shall be limited to the scope of service and type of coverage described. If emergency service discloses no defect for which the Seller was responsible under this agreement, or if the emergency service is outside the coverage elected, the Purchaser agrees to pay the Seller for such service at prevailing rates.
16. If the Purchaser's equipment and/or installation are of a critical nature, it is the Purchaser's sole responsibility to provide a complete back up or stand-by system and/or adequate replacement parts and components on site so as to allow and facilitate expedient repairs.
17. The Seller reserves the right to price revisions on the labor portion of this agreement, which are a direct result of union increases during the term of this agreement. The Seller is not obligated to render service under this agreement if the Purchaser has a past due account, and may cancel the agreement upon five (5) days notice in the event that any monies payable under any contract are not paid when due. In the event of collection efforts made by the Seller, the Purchaser will be responsible for all court costs and attorney's fees in addition to any outstanding monies and interest owed.
18. This agreement does not include any charges related to the recovery of refrigerant, as required by the provisions of Section 608 of the U.S. Clean Air Act of 1990, performed on equipment covered under this agreement.
19. Either party may terminate this agreement by giving thirty (30) days written notice. If the Purchaser cancels the agreement before the anniversary date, the Purchaser agrees to pay the Seller list prices for all services and material rendered to date of cancellation. This agreement is automatically renewed annually on its anniversary date subject to price revision based on prevailing costs.
20. All labor (covered by this agreement) performed other than Monday through Friday from 8 AM to 4:30 PM will be invoiced to the Purchaser at a rate of 1 1/2 the regular labor price.
21. This document embodies the entire agreement between the parties, and no oral agreement or correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written document duly executed by both parties excluding price changes.

VI. OPTIONAL SERVICES

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> <u>Water Treatment</u> | <input type="checkbox"/> Boilers | <input checked="" type="checkbox"/> <u>Chemical Cleaning</u> | <input type="checkbox"/> Towers |
| | <input type="checkbox"/> Towers | <input checked="" type="checkbox"/> <u>Condenser Coils</u> | <input type="checkbox"/> Boilers |
| <input checked="" type="checkbox"/> <u>Air Filter Service:</u> | Filters provided and changed 4 times per year. | | <input checked="" type="checkbox"/> <u>Power Wash 2x's</u> |

Schedule A

(Schedule of Equipment Covered By this Agreement)

[illegible]