

Custom HVAC Preventive Maintenance Agreement

Prepared For:



**Palatine Township
721 S. Quentin Road, Suite 101
Palatine, IL 60067**

Submitted by: Theresa Mairson

Sales Representative

Preventive Maintenance Agreement

By and Between

*Proline Mechanical Inc
2414 Millennium Dr.
Elgin, IL 60124*

And

*Palatine Township
721 S. Quentin Road, Suite 101
Palatine, IL 60067*

(Hereinafter Customer)

Contract No.14590

*Services will be provided at the following locations: **Same as Above***

Proline Mechanical Inc. will provide the services described in this program, in accordance to the terms and conditions set forth in this document.

Customer agrees to pay Proline Mechanical Inc. \$4,998.00 per year invoiced at \$2,499.00 per inspection upon completion of each visit beginning with the effective date of this agreement.

This agreement begins on 4/18/19, and has an initial term of (1) one year. This agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew 30 days prior to the anniversary date.

This agreement is the proprietary property of Proline Mechanical Inc., and the price stated in this agreement is guaranteed for 30 days from proposal date.

Offered by Proline Mechanical Inc.

Approved for Customer

Theresa Mairson

Approved for Proline Mechanical Inc.

Name: 
Sharen Langlotz-Johnson

Title: Township Supervisor

Theresa Mairson Sales Representative

Date: 4/18/19

Date: November 2, 2018

Preventive Maintenance Agreement

This Preventive Maintenance Program will be managed, scheduled and administered by Proline Mechanical Inc. It is custom designed and based on our industry experience, manufacturer's recommendations, equipment type, location, and run time. Every visit is documented on a Technician Service Report, which is reviewed after each service call with Customer, for their approval and signature.

Preventive Maintenance provides, on the equipment listed in this agreement, the following services:

Equipment Inspection and Preventive Maintenance: Labor, materials and travel necessary to inspect, test, and proactively maintain the equipment covered under this agreement.

Typical Services include that are applicable: - See Detailed Scope of Services on our Inspection Sheets

- 1. Complete visual inspection of the "entire system"*
- 2. Lubricate all required movable parts*
- 3. Check operating temperatures and pressures*
- 4. Check and adjust:*
 - o Motors and Starters*
 - o Valves*
 - o Safety Controls*
 - o Compressors*
 - o Linkages*
- 5. Start up and pump down air conditioning.*
- 6. Cleaning of coil surfaces; fan impellers & blades; electrical contacts, etc.*
- 7. Aligning belt drives; drive couplings; ect.*
- 8. Calibrating safety controls; temperature & pressure controls, ect.*
- 9. Analysis of compressors etc. where applicable and described under services and provisions.*
- 10. Furnish quotations for any necessary work not covered by this agreement as requested by customer.*

Inventory of Equipment

<i>Description</i>	<i>Manufacturer</i>	<i>Type / Model</i>	<i>Size</i>	<i>Location</i>
RTU 1	Goodman	GPG1436080M41AA	12.5 Ton	Roof TWP
RTU 2	Lennox	TGA090SZBM14	7.5 Ton	Roof Assessor
RTU 3	Daikin	DCG0902103BXXXAB	7.5 Ton	Roof VA
RTU 4	Goodman	CPG060981DXSXBA	5 Ton	Roof Bridge
RTU 5	Goodman	CPG060981DXSXBA	5 Ton	Roof Bridge
RTU 6	Goodman	CPG360901DXSXBA	7.5 Ton	Roof Bridge
Inside 7	Amana	Floor Furnace		Day Care
Inside 8	Amana	Floor Furnace		Day Care
Outside 9	Dakin	Ground A/C Unit		Day Care
Outside 10	Trane	Ground A/C Unit		Day Care
Outside 11	Trane	Ground A/C Unit		Day Care
Inside 12	Goodman	Floor Furnace		Day Care
Inside 13	Goodman	Floor Furnace		Day Care
Outside 14	TBA	Ground A/C Unit		Food Pantry
Outside 15	TBA	Ground A/C Unit		Patriot
Outside 16	Dakin	Ground A/C Unit		Bridge
Inside 17	Amana	Floor Furnace		Food Pantry #2
Inside 18	Amana	Floor Furnace		Patriot RM
Inside 19	Amana	Floor Furnace		Bridge
Outside 20	Trane	Ground A/C Unit		GA
Inside 21	Amana	Floor Furnace		GA

Customized Services and Provisions

In addition to the services described on the previous pages, these additional services provisions apply:

- *We will perform (2) two preventive maintenance inspection visits on the HVAC RTU's & Split Systems. Consisting of ---- One Major Heating Startup and one Major Cooling Startup.*
- *Replace Filters (2) two times annually, once during each inspection visit, using a quality pleated filter*
- *Condenser coils will be cleaned annually in the Spring*
- *A detailed written inspection report will be completed on the services performed and left onsite or emailed per owner's direction after each maintenance visit.*
- *Follow up inspection report will be provided with any recommendations to run your facility more efficiently or to reduce your owning and operating cost*
- *48-hour notice will be given in advance before each maintenance visit by our customer service representative.*
- *Priority 24-hour 7-day per week emergency service will be included at our preferred customer service rate.*

Emergency and routine service calls

- *Proline Mechanical offers a preferred labor rate for our maintenance customers. We are available 24hrs / 7 days/week. Service repairs will be performed only upon customer authorization and detailed service reports will be provided upon the completion of the service.*

TERMS AND CONDITIONS

- 1) *In case of failure to perform its obligations under this Agreement, Proline Mechanical Inc. 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.*
- 2) *Customer shall permit Proline Mechanical Inc. free and timely access to areas and equipment, and allow Proline Mechanical Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Proline Mechanical Inc. normal working hours.*
- 3) *The 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, Proline Mechanical Inc. 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 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 thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Proline Mechanical Inc. 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) *Excluded from this Agreement, unless otherwise stated herein, are repairs or replacement of items not normally mechanically maintainable such as but not limited to ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks, casings, fixtures, grillage and tower fill.*
- 8) *Services provided under this Agreement involving extra work, (materials or labor) will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Proline Mechanical Inc. Preferred Customer Rates then in effect) over the sum stated in this Agreement.*
- 9) *Proline Mechanical Inc. will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.*
- 10) *This Agreement does not include responsibility for design of the system, obsolescence, safety testing, water/air balancing, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Proline Mechanical.*
- 11) *Proline Mechanical Inc. Expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility.*
- 12) *If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Proline Mechanical Inc. may charge Customer at the rate then in effect for such services.*
- 13) *Customer shall permit only Proline Mechanical Inc. personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Proline Mechanical Inc. personnel perform such work, Proline Mechanical Inc. may, at its option, cancel this Agreement, eliminate the involved item of equipment from inclusion on this Agreement, or charge Customer for the related service work.*
- 14) *In the event Proline Mechanical Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Proline Mechanical Inc. all court costs and attorneys' fees incurred by Proline Mechanical.*
- 15) *Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.*
- 16) *Proline Mechanical Inc. 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 Proline Mechanical Inc. 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.*
- 17) *Customer shall make available to Proline Mechanical Inc. personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.*
- 18) *Proline Mechanical Inc. obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products, removal of oil removed from equipment or other hazardous substances. In the event, such products or substances are encountered, Proline Mechanical Inc. sole obligation will be to notify the Customer of the existence of such products and materials. Proline Mechanical Inc. shall have the right thereafter to suspend its work until such products 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.*
- 19) *To the fullest extent permitted by law, Customer shall indemnify and hold harmless Proline Mechanical, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's 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 Proline Mechanical.*
- 20) *Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Proline Mechanical Inc. 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.*