



MAINTENANCE AGREEMENT TCPN PROPOSAL# R5055-AZ-2780

Customer's Billing Name and Address:

City of Maricopa
39700 W. Civic Center Plaza
Maricopa, AZ. 85138

Service to be provided at:

City Hall Building
39700 W. Civic Center Plaza
Maricopa, AZ. 85138

Effective Date: July 1, 2015**Agreement Amount:** \$9,674.00 + Tax**Payment Schedule:** \$2,418.50 + Tax **Per** Quarter**Account Manager:** Clint Allen**Proposal Date:** October 23, 2014**Agreement Terms:** 12 Months

At the time of scheduled inspections and for the equipment listed on the attached pages, TDIndustries, Inc. agrees to perform the Planned Maintenance tasks described on the following pages.

TDIndustries, Inc. will make **four (4)** Planned Maintenance Inspections over a total of **four (4)** scheduled site visits during each term of this agreement. The Air Conditioning and Heating inspections include equipment startup and shutdown.

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| <input checked="" type="checkbox"/> PLANNED MAINTENANCE (PM) | <input type="checkbox"/> ELECTRICAL MAINTENANCE (EM) |
| <input type="checkbox"/> FULL MAINTENANCE (FM) | <input type="checkbox"/> BUILDING SYSTEM INTEGRATION MAINTENANCE (BSI) |

Inspections shall be scheduled by TDIndustries, Inc. and will be based on manufacturer's recommendations; equipment location; application and type; and TDIndustries, Inc. experience. A service report will be presented after each service call for your records that shows the maintenance and repair work completed.

Beginning with the effective date, the customer agrees to pay, in advance, for the service described herein according to the payment schedule shown above and remit to P.O. Box 300008, Dallas, TX 75303-0008. This agreement shall continue in effect unless either party gives written notice and confirms their intention not to renew and it is received by a minimum of (30) thirty days prior to the effective date. TDIndustries reserves the right to invoice and be paid for work performed that exceeds the billings to date for early cancellation. TDIndustries, Inc. may annually adjust any charges for ongoing maintenance and services. This adjustment will be based on the Service Consumer Price Index and any local increases in labor and material costs. This agreement is not valid or binding until accepted by TDIndustries, Inc.

TDINDUSTRIES, INC. TERMS AND CONDITIONS ARE A PART OF THIS AGREEMENT.

TDIndustries, Inc.

Customer

Printed Name and Title

Printed Name and Title

Date

Date

TDIndustries, Inc. 1702 West 3rd Street, Tempe AZ 85281-2999 480-449-7690 Fax 480-449-7659
L-39 ROC 186552 Arizona



DESCRIPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT

☒ **PLANNED MAINTENANCE (PM)**

This Planned Maintenance Agreement is to provide services for the equipment referenced as “*Equipment Covered*”. Planned Maintenance coverage can provide early detection of adverse operating conditions in order to avoid costly equipment failures. Upon approval, all parts and labor necessary to repair the equipment will be provided with an additional charge to the customer. Emergency service requests will be given a preferred-customer response and will be billed at prevailing service rates. ***See Terms and Conditions***

☐ **FULL MAINTENANCE (FM)**

This Full Maintenance Agreement is to provide services for the equipment referenced as “*Equipment Covered*”. Full Maintenance coverage provides for all labor, parts, material and miscellaneous expenses (excluding refrigerant) associated with maintaining and repairing the equipment identified in this agreement. If applicable, this agreement assumes that the equipment listed is in good running, maintainable condition and eligible for a Full Maintenance Agreement. If on first inspection, repairs are found necessary, such repair charges will be submitted for owner’s approval. If these repairs are declined, those items will be eliminated from the agreement solely at the discretion of TDIndustries, Inc. and the price of the agreement will be adjusted in accordance with the equipment covered. ***See Terms and Conditions***. Compressor Coverage: Material - Yes ☐ No ☐, Labor - Yes ☐ No ☐

☐ **ELECTRICAL MAINTENANCE (EM)**

The Electrical Maintenance Agreement is to provide services for the equipment referenced as “*Equipment Covered*”. Electrical Maintenance coverage can provide early detection of adverse operating conditions in order to avoid costly equipment failures. Emergency service requests will be given a preferred customer response and will be billed at a preferred service rate. ***See Terms and Conditions***

☐ **BUILDING AUTOMATION SYSTEMS PLANNED MAINTENANCE (BAS)**

In addition to the Planned, Full and Electrical Maintenance services specified above, TDIndustries, Inc. will maintain and support the customer’s Building Automation System. Specific support services may include accessing the system remotely to provide assistance with scheduling, monitoring of alarms, software upgrades and providing reports. Planned Maintenance coverage can provide early detection of adverse operating conditions in order to avoid costly equipment failures. Upon approval, all parts and labor necessary to repair the system will be provided with an additional charge to the customer. Emergency service requests will be given a preferred customer response and will be billed at a preferred rate of service. ***See Terms and Conditions***

☐ **BUILDING AUTOMATION SYSTEMS FULL MAINTENANCE (BAS)**

In addition to the Planned, Full and Electrical Maintenance services specified above, TDIndustries, Inc. will maintain and support the customer’s Building Automation System. Specific support services may include accessing the system remotely to provide assistance with scheduling, monitoring of alarms, software upgrades and providing reports. Full Maintenance coverage provides all labor, parts, and material and miscellaneous expenses associated with maintaining and repairing the system identified in this agreement. If applicable, this agreement assumes that the system listed is in good operating, maintainable condition and eligible for a Full Maintenance Agreement. If on first inspection, repairs or upgrades to the system are found necessary, such repairs or upgrades will be submitted for owner’s approval. If these repairs or upgrades are declined, those items will be eliminated from the agreement solely at the discretion of TDIndustries, Ltd and the price of the agreement will be adjusted in accordance with the equipment covered. ***See Terms and Conditions***



EXHAUST FAN MAINTENANCE

SCHEDULE:

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries, Inc. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

Four (4) Inspections per year.

Annual Maintenance Tasks

- Lubricate motor bearings (if applicable)
- Lubricate blade shaft bearings (if applicable)
- Check bearing and motor mounting
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation
- Rotate the fan and check for obstructions in the fan housing
- Check unit for unusual noise or vibration
- Lubricate linkages as needed (if applicable)
- Clean fan blades and shroud

Operating Maintenance Tasks

- Check unit for unusual noise or vibration
- Lubricate linkages as needed (if applicable)
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation

Optional Services

- ☒ Replace the belt **one (1)** time per year



FAN POWERED VARIABLE AIR VOLUME (VAV) UNITS

SCHEDULE:

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries, Inc. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

Four (4) Inspections per year.

Annual Maintenance Tasks

- Lubricate motor bearings (if applicable)
- Lubricate blade shaft bearings (if applicable)
- Check bearing and motor mounting
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation
- Rotate the fan and check for obstructions in the fan housing
- Check unit for unusual noise or vibration
- Lubricate linkages as needed (if applicable)
- Clean fan blades and shroud

Operating Maintenance Tasks

- Check unit for unusual noise or vibration
- Lubricate linkages as needed (if applicable)
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation



PACKAGE, SPLIT, LIEBERT AND AAON UNITARY EQUIPMENT MAINTENANCE

SCHEDULE:

This schedule describes the basic planned maintenance procedures that will be performed by TDIndustries. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

Four (4) Inspections per year

Annual Maintenance Tasks

Refrigerant System

- Visually check refrigerant circuit(s) for leaks
- Check superheat setting and adjust if necessary
- Check operation and refrigerant pressures

Lubrication System

- Check oil level in compressor(s) (if applicable)
- Check oil pressure per specifications (if applicable)
- Visually inspect oil lines for leaks
- Check crankcase heater

Electrical Systems

- Check condition of contacts for wear, pitting, etc.
- Check and calibrate operating controls
- Check and calibrate safety controls
- Check condenser fan motor(s) for proper operation
- Check/tighten all electrical panel terminals
- Check/tighten all motor terminals
- Check external interlocks and flow switches (if applicable)
- Inspect electrical components for indications of heat
- Check starter operation, voltage and current

Operating Checks

- Visually inspect condenser/evaporator coils for leaks and fin deterioration
- Check operation of condenser fan(s) and inspect blades
- Lubricate condenser/evaporator fan bearings (if applicable)
- Check condition and tension of fan belts (if applicable)
- Check condition of vibration eliminators
- Check damper operation, lubricate and adjust as required
- Inspect filters
- Check the sheaves and pulleys for wear and alignment

Written Report

- Provide to customer representative following each regular inspection or emergency call

Operating Maintenance Tasks

- Adjust operating and safety controls. Record settings
- Check operation of control circuit
- Check operation of lubrication system including oil pressure and oil level
- Check operation of crankcase heater(s)
- Check operation of all motors and starters
- Visual inspection of condenser coil(s)
- Report to customer any uncorrected deficiencies noted.
- Replace filters

Heating Equipment Tasks

- Check and adjust burners
- Check and clean heat exchanger
- Check for gas leaks at unit
- Check vent pipe connection
- Check heat elements and sequencers
- Check heat limit controls
- Run cycle to burn off dust from elements or exchanger

Optional Services

- ☒ Chemically clean condenser coils with non-acid based detergent **two (2)** times per year
- ☒ Replace AA batteries in Panasonic mini-split controller one **(1)** time per year



Standard Terms and Conditions

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

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| <p>1. TDIndustries, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.</p> <p>2. If TDIndustries, Inc. encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances on the site, TDIndustries Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances has been removed or otherwise controlled so that it does not pose a health or safety threat.</p> <p>3. Any installation dates given in advance are estimated. Installation will be made subject to prior orders with TDIndustries, Inc.. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.</p> <p>4. On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.</p> | <p>5. In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.</p> <p>6. The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.</p> <p>7. If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.</p> <p>8. All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.</p> <p>9. No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.</p> |
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Customer Agrees:

1. To provide access to all equipment during normal working hours.
2. To accept the judgment of TDIndustries, Inc. as to the best means to be employed for any corrective or repair work and as to the operation of the equipment.
3. That any service performed by anyone not authorized by TDIndustries, Inc. will release TDIndustries, Inc. from all obligations and cause any warranties provided under this agreement to become null and void.
4. That if customer requests or requires maintenance inspections to be made on overtime, that customer will pay the then prevailing difference between regular and overtime rates for labor performed.
5. Customer agrees to make payment in advance for services described. If customer defaults on payments, TDIndustries, Inc. will notify customer, and may cancel the contract for non-payment.
6. The customer acknowledges that TDIndustries, Inc. employees are a valuable asset to TDIndustries, Inc. The customer agrees to pay TDIndustries, Inc. an amount equal to 12 months of salary for each TDIndustries, Inc. employee who worked at the customer's facility that is then hired by the customer at any time during the term of this Agreement and for 60 days thereafter. In addition, the customer agrees to reimburse TDIndustries, Inc. for all costs associated with any training TDIndustries, Inc. provided to such employee during the three years before the date the customer hires such employees.

Specific Exclusions:

1. CABINETS, DUCTWORK, AIR BALANCE, INSULATION, WATER PIPING, DRAIN LINES, STEAM LINES, CONDENSER, EVAPORATOR, HEAT EXCHANGERS (GAS FURNACES, BOILERS, CHILLERS, ETC.), MOLD, ELECTRICAL WIRING OR SAFETY DEVICES, BEYOND THE EQUIPMENT ITSELF. REPAIRS DUE TO FREEZING OR VOLTAGE PROBLEMS; CHANGES, REPAIRS OR CORRECTIONS TO EQUIPMENT DUE TO DESIGN, CODE OR INSURANCE REQUIREMENTS.
2. Service and material required due to electrical power failure, burned out fuses, or other work excluded from this agreement.
3. TDIndustries will provide under this agreement specifically exclude inspection, discovery, identification, prevention or remediation of Hazardous Substances caused by mold.
4. Loss, damage, or injury caused by failure or delay arising from causes beyond the control of TDIndustries.
5. Damage due to fire, water, war, vandalism, natural phenomena, and/or acts of God.
6. TDIndustries, Inc. has no obligation or responsibility except as specifically and explicitly proven for herein.
7. Parts and labor for heat exchanger replacement.
8. Refrigerant is not included in this agreement and will be billed separately for all levels of service agreements.



EQUIPMENT COVERED

Twenty-Nine (29) Fan-Powered VAV Units

- One (1) Filter per unit

Two (2) Exhaust Fans

- Manufacture: Greenheck
- Model Number: GB-091
- One (1) Belt
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Ten (10) Ductless Mini-Split Units

- Manufacture: Panasonic
- Model Number: Unknown
- One (1) Washable Filter
- Two (2) AA Batteries

Six (6) AAON Units

- Manufacture: AAON (x1)
- Model Number: RN-020 (20 Ton)
- Six (6) Filters

- Manufacture: AAON (x3)
- Model Number: RN-025 (25 Ton)
- Six (6) Filters

- Manufacture: AAON (x2)
- Model Number: RN-030 (30 Ton)
- Six (6) Filters

One (1) Liebert Unit

- Manufacture: Liebert
- Model Number: CDF308-A
- Four (4) Filters