

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND TDINDUSTRIES, LTD., FOR THE INSPECTION OF THE HVAC EQUIPMENT AT THE TOWN OF ADDISON BUILDINGS IN AN AMOUNT NOT TO EXCEED \$179,414.31, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement between the Town of Addison and TDIndustries, Ltd., for the inspection of the HVAC equipment at the Town of Addison Buildings, in an amount not to exceed \$179,414.31, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of April, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

DocuSign Envelope ID: 50C94E63-A2DA-489E-AEE6-027BE010E21C

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND TDINDUSTRIES, LTD.

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2019 ("**Effective Date**"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **TDIndustries, Ltd.**, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought goods and services for the inspection of the HVAC equipment at the Town of Addison Buildings (collectively, the "Services") through National IPA, a cooperative purchasing program; and

WHEREAS, the Contractor is a registered National IPA vender and submitted a statement of work ("SOW") to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents, and in accordance with Town ordinances, rules and policies related to the construction of improvements on Town-owned property.
2. Terms.
The initial term of this Agreement shall be from the Effective Date until September 30, 2019 ("Initial Term"). The Town may elect to renew this Agreement for two (2) additional one (1) year terms ("Renewal Term"), upon advance written notice to the Contractor thirty (30) days prior to the end of the then present term. A Renewal Term shall be governed by the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no

further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed **One Hundred Seventy-Nine Thousand Four Hundred Fourteen and 31/100s (\$179,414.31)** upon completion of the Services to the satisfaction of the Town. Town shall not make payment to the Contractor until the Services are finally accepted by the Town. Payment shall be made in accordance with the Town's policies.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by City, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by City pursuant to this Agreement which City requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of City.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Contractor Statement of Work, attached hereto as **Exhibit "A"**; and
- c. Insurance Requirements, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit “A”, and Exhibit “B”** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit “B”**, and then **Exhibit “A”**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the City as provided in **Exhibit “B”**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the City with a copy of their Certificate of Insurance, which shall name the City as an Additional Insured Party on its general liability and auto insurance policies. The Additional Insured Party shall be defended and indemnified for actions arising from Contractor’s acts, actions, omissions or neglects, but shall not be defended or indemnified for its own acts, actions, omissions, neglects or bare allegations.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING

SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S DUTY TO INDEMNIFY DOES NOT APPLY TO CLAIMS OR LOSSES DETERMINED TO BE CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTY, THEIR EMPLOYEES OR THIRD PARTIES FOR WHOSE ACTIONS THEY ARE RESPONSIBLE. IN CASES INVOLVING THE RESPONSIBILITY OF MORE THAN ONE PARTY, EACH PARTY WILL BE RESPONSIBLE TO THE EXTENT NEGLIGENT. FURTHER, ANY DEFENSE OBLIGATIONS OF CONTRACTOR WILL BE PROVIDED UTILIZING COUNSEL OF CONTRACTOR'S OWN CHOOSING.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

12. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
14. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
15. Assignment.
This Agreement may not be assigned without the written agreement of both parties.
16. Sovereign Immunity.
The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
17. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: TDIndustries, Ltd.
Attn: Mary Kobe
13850 Diplomat Drive
Dallas, Texas 75234

If to City, to: Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

21. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

22. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

23. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Remainder of page intentionally left blank]

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2019.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

TDINDUSTRIES, LTD.

By:  _____
E2A9G06477604D1...

Print Name: Lauren Turner

Title: Vice President

Date: 3/18/2019

STATE OF TEXAS §
 §
COUNTY OF Name §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **TDIndustries, Ltd.** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"

Statement of Work

DESCRIPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT

☒ **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 ☐ (see exceptions below)

(2) Sites

Conference Center
Service Center

Compressor Coverage: Material - Yes ☐ No ☒, Labor - Yes ☐ No ☒ (see exceptions below)

(13) Additional Sites

Exclusions

- Compressors 2010 and newer are covered under the agreement. (See building list above)
- Compressor 2009 and older are not covered. (See building list above)
- Refrigerant is not included in this contract.
- Decron pool unit and associated equipment are not included.
- Pleated filters will be used and changed quarterly except Athletic Club which will be changed six times per year.
- Condenser coils will be washed and rinsed two times per year.
- Water treatment is covered. Inspections will be once per month. Water Treatment equipment is covered under this agreement.
- TD Service Coverage is 24/7 accessible via 1-800-864-7717.

Note TD standard response times:

Emergency – 30 min response from TD representative and 4 hours on site.
Standard – 30 min response from TD representative and same day on site.

All efforts to exceed these response times are common practice for TDIndustries. TDIndustries has noted the Athletic Center and all Computer room units as top priority.

<u>Building</u>	<u>Price</u>		
Athletic Club & Expansion	\$ 53,801.01	Police Substation	\$ 1,842.67
Celestial Pump Station	\$ 2,743.08	Service Center	\$ 25,388.51
Conference Center	\$ 19,071.07	Special Events	\$ 4,590.61
Finance	\$ 6,408.61	Stone Cottage	\$ 2,767.41
Fire Station 1	\$ 8,723.47	Theater Center	\$ 26,318.00
Fire Station 2	\$ 3,889.59	Town Hall	\$ 4,597.42
Police and Courts	\$ 15,584.60	<u>Vitruvian Restrooms</u>	<u>\$ 3,688.26</u>
		Total All Buildings	\$ 179,414.31

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Standard Terms and Conditions

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

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 of 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.
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.
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.
4. On arrival of any equipment, goods or material at the shipping address specified, Customer shall assume all risk of loss or damage to such equipment, goods or material.
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.
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.
7. If the equipment, goods or material furnished hereunder requires the use of water or steam, re-circulated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
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.

DALLAS AUSTIN FORT WORTH HOUSTON PHOENIX SAN ANTONIO

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.

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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, AND ITEMS 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, Inc. 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, Inc.
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.

DALLAS

AUSTIN

FORT WORTH

HOUSTON

PHOENIX

SAN ANTONIO

EQUIPMENT COVERED

TOWN OF ADDISON HVAC EQUIPMENT LIST

Updated 7/17/15

Town Hall 5300 Belt Line Rd.

1 each Lennox model #13ACD-60-230-02 serial# 5807D37819 condensing unit (installed 7/2007)
1 each Lennox model #13ACD-60-230-02 serial# 5807G15811 condensing unit (installed 9/2007)
1 each Lennox model #HS26-048-2P condensing unit (installed 9/1999)
2 each Lennox model #HS26-060-2P condensing units (installed 9/1999)
1 each Thermal Zone model #TZAA-360-2C757 condensing unit (installed 7/2015)
2 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)
4 each Lennox model #C26-51/65FC-1 evaporative coil units (installed 9/1999)
2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)
1 each Lennox model #G24M4/5-120A-6 gas furnace (installed 11/1997)
2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)
1 each Lennox model #80MGF4/5-120A-1 gas furnace (installed 11/1997)

Finance Bldg. 5350 Belt Line Rd.

1 each Lennox model #13ACD-60-230-02 serial# condensing unit (installed 9/2007)
1 each Lennox model #HS26-060-2P condensing units (installed 9/1999)
1 each Lennox model #HS26-036-2P condensing unit (installed 9/1999)
1 each Lennox model #HS26-042-2P condensing unit (installed 9/1999)
1 each Lennox model #10ACB36-5P condensing unit (installed 9/1996)
1 each Guardian model #GCGD60S21 S2B condensing unit (installed 2/2014)
3 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)
2 each Lennox model #CH23-41-1 evaporative coil units (installed 9/1999)
1 each Lennox model #CH23-51-1 evaporative coil units (installed 9/1999)
2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)
2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)
1 each Lennox model #G24M3-75A-11 gas furnaces (installed 9/1999)
1 each Lennox model #80MGF3-75A-1 gas furnace (installed 10/1997)

DALLAS

AUSTIN

FORT WORTH

HOUSTON

PHOENIX

SAN ANTONIO

Service Center 16801 Westgrove Rd.

1 each Lennox model# LGC060S2DS1G serial# 5604D11710 (installed 5/22/2004)
1 each Lennox model# LGC150S2BH2G serial# 5604D11547 (installed 5/22/2004)
1 each Lennox model# LGC060S2DS1G serial# 5604D11711 (installed 5/22/2004)
1 each Lennox model# LGC072S2BH1G serial# 5604D11673 (installed 5/22/2004)
1 each Lennox model# LGC180S2BS1G serial# 5604D10863 (installed 5/22/2004)
1 each Lennox model# LGC048S2DS1G serial# 5604D11800 (installed 5/22/2004)
1 each Lennox model# LGA060HS1Y (installed 9/1999)
1 each Lennox model# LGA042HS1Y (installed 9/1999)
1 each Lennox model# LGC060S2DS1Y serial# 5604D08135 (installed 5/22/2004)
* 1 each Lennox model HS29-261-3P condensing unit (installed 2/1998)
1 each Lennox model HS27-024-1P condensing unit (installed 9/1999)
* 2 each Janitrol model A24-05 air handler (*1 installed 2/1998 & 1 installed 9/1999)
* 1 each Lennox model CB29M-5-1 air handler (installed 2/2003)
* 1 each Lennox model 10ACC-048-230-02 condensing unit (installed 2/2003)
* 2 each Lennox model# XC14060 condensing unit (installed 8/2008)
* 2 each Lennox model CBX32M -060 air handler (installed 8/2008)
2 each Trane model 4TTR3060D1000AB condensing unit (installed 2/2014)
2 each First Company model 60PHYXO Fan Coil Unit (installed 2/2014)
1 each Trane model 4TTR3018G1000AA condensing unit (installed 2/2014)
1 each First Company model 18HX-5 Fan Coil Unit (installed 2/2014)
4 each Reznor model #UDAP 100 unit heaters (installed 10/2006)
1 each Reznor model #UDAP 75 unit heater serial# BNC796EN84205X (install 2/2015)
1 each Reznor model CEEXL60 unit heater
1 each Dayton model #3E366A unit heater serial# C8713886 (installed 11/98)
1 each Lennox model #LF24-50A-1 unit heater serial # 6396G77643 (installed 1/9/97)

* - Server Room Spares

Police & Courts Bldg. 4799 Airport Parkway

3 ea Lennox model #LCA120HN1Y Pkg. units (installed 9/1999)
1 ea York model #D1EB060A25B Pkg. unit (installed 9/1999)
2 ea York model #D1EB036A25B Pkg. units (installed 9/1999)
1 ea Lennox model #LCA060HN1Y Pkg. unit (installed 9/1999)
1 ea Lennox model #CB30M65-4P serial# 5807E02972 electric heat and fan coil unit (installed 6/2007)
1 ea Payne PA13NR060-J condensing unit (installed 11/2014)
1 ea Lennox model #10ACB48-10P condensing unit
1 ea Janitrol 4 Ton air handler
1 ea Carrier model #50TJ-014-511 serial #2396G30575 (installed 7/5/96)
1 ea Mitsubishi model PLA-A36BA indoor / PUY-A36NHA outdoor (installed 9/2007)
1 ea Daikin model FTXS12DVJU indoor / RXS12DVJU outdoor (installed 8/2007)

DALLAS AUSTIN FORT WORTH HOUSTON PHOENIX SAN ANTONIO

Police Sub-Station 4943 Addison Circle Dr.

1 ea Carrier model #38CK030320 serial #2997E09413 condensing unit (1997)
1 ea Carrier model #FA4ANF030 serial #4797A14451 air handler unit (1997)

Fire Station #1 4798 Airport Parkway

2 each Lennox model #LGA060HS1Y Pkg. units (installed 9/1999)
1 each Lennox model #GCS16-653-125-54 Pkg. unit (installed 11/95)
1 each Lennox model #HS24-411-1P condensing unit (installed 10/1995)
1 each Janitrol model #A36-15 fan coil unit w/electric heat (installed 4/1996)
1 each Lennox model #LGA042HS1Y Pkg. unit (installed 9/1999)
2 each Lennox model #HS290723Y condensing units (installed 8/2008)
2 each Lennox model# CB29M654P air handler unit (installed 8/2008)
1 each Lennox model #G40 Heater (installed 2/2005)
2 each Lennox model# unit heaters

Fire Station #2 3950 Beltway Dr.

2 each Lennox model #GCS-653-125-54 Pkg. A/C units (installed 11/8/1995)
1 each York model #DINA042N05625C Pkg. A/C unit (installed 9/1999)
2 each Hastings model #F200 unit heaters

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SAN ANTONIO

Athletic Club 3900 Beltway Dr.

Chiller- Trane model #RTHB130 (start-up 4/1997)
Boiler #1- Rite model #200WG serial# 8620416
Boiler #2- RBI Model LW600 serial# 061674282
Day Care- York model #CM-3610
Janitrol Furnace EF36-10 Serial 870400085.
Water Tower- Ceramic model# XL75P3 (installed 7/1997)
Air Handlers- 11 each – 2 were changed with Carrier M39 units 1/2003
VAV boxes: 4 each Trane model#PAR17112773SPDDD03 (installed 7/1997)
6 each Trane model#PAR06072773SPDDD03 (installed 7/1997)
3 each Trane model#PAR11112773SPDDD03 (installed 7/1997)
Tower Pump in HVAC equipment room -
Model: 5KS254AL205A, General Electric 15 hp, 3 ph, 230/460 volts, 60Hz, 1770 rpm, 254T
Frame Type K.S., 1.15 Service Factor.
Boiler Pump in HVAC equipment room -
Part # 6-357719-01, Century Electric MagnaTek 5.0 hp, 3 ph, 23-/460 volts, 60 Hz, 1745 rpm,
D184T Frame Type S.C., 1.15 Service Factor.
Chiller Pump in HVAC equipment room -
Part # 6-349106-01, Gould E Plus 15 hp, 3 ph, 230/460 volts, 60Hz, 1755 rpm, G2541 Frame
Type SCE, 1.15 Service Factor.
Two Water Treatment Injector Pumps in HVAC equipment room -
1 each Model A141-151, Liquid Metronics, 115 volts, 1 amp.
1 each Model LE13SA-PTC1-NA002, Pulsafeeder, 115 volt, .6 amp.

Athletic Center Expansion Added 7/2003

Package Units
5 each Carrier model# 50BYN008-6 7.5 tons
Electric Duct Heaters
5 each TUTCO open coil slip-in
VAV Boxes
2 each Enviro-tec model SDR-EH
1 each Enviro-tec model SDR

DALLAS AUSTIN FORT WORTH HOUSTON PHOENIX SAN ANTONIO

Conference and Theatre Centre 15650 Addison Rd.

Note: ACC = Addison Conference Centre
ATC = Addison Theatre Centre

Package Units

	Location	Make	Model#	Serial#	Tonnage
RTU 1	ACC	York	ZR300W24S4RZZ10001	N1D3659808	25
RTU 2	ACC	York	ZR300N24S4RZZ10001	N1D3659807	25
RTU 3	ACC	York	ZR102N10P4RZZ50001	N1D3662466	8.5
RTU 4	ACC	York	ZR102N10P4RZZ50001	N1D3662467	8.5
RTU 5	ACC	York	ZF072N08N4AAA1A	N1H1295489	6 Install 9/11
RTU 6	ACC	York	ZR120N15P4RZZ50003	N1D3662449	10
RTU 7	ATC				
		York	Z33AN34A61AAAK0001	N1E3682271	30
RTU 8	ATC	York	Z34AN34A6AAAK0001	N1E3682270	40
RTU 9	ATC	York	ZR240N24K4RZZ10001	N1C3582001	20
RTU 12	ATC	York	ZR090N15P4RZZ50001	N1D3662465	7.5
RTU 14	ATC	York	ZR090N15P4RZZ50001	N1D3662464	7.5
RTU 16	ATC	York	ZR049N07P4RZZ50001A	N1D3662458	4
RTU 17	ATC	York	ZR078N10P4RZZ60001A	N1D3662452	6.5
RTU 18	ATC	York	ZR120N15P4RZZ5003A	N1D3662450	10
RTU 19	ATC	York	ZR037N05P4RZZ50001A	N103662457	3
RTU 20	ATC	York	ZR049N07P4RZZ50001A	N1D3662459	4
RTU 21	ATC	York	ZR078N10P4RZZ60001A	N1D3662453	6.5
RTU 22	ATC	York	D2NX036D09046NX	W1D3648315	3

Split Systems

Loc.	Make	Tonnage	Condensing Unit Model/Serial	Air Handler Model/ Serial
ACC	York	7.5	YC090C00A4AAA2/ N1A3386221	NC090600B6AAA2/ N1B3488136
ACC	York	7.5	YC090C00A4AAA2/ N1C3536691	NC090C00B6AAA2/ N1A3386204
ACC	York	7.5	YC090C00A4AAA2/ N1C3536692	NC090C00B6AAA2/ N1A3447759
ACC	York		AHE18B3XH21/ W1A3422740	1.5 YCJD1854151/ W1C3552376

DALLAS AUSTIN FORT WORTH HOUSTON PHOENIX SAN ANTONIO

ATC	York	7.5	YC090C00A4AAA2/ N1A3386222	NC090C00B6AAA2/ N1A3424021
ATC	York	7.5	YC090C00A4AAA2/ N1F2923632	NC090C00B6AAA2/ N1A3411165
ATC	York	5	YCJD6054454/ W1D3390839	MX20DN21/ W1C3579983
ATC	York	5	YCJD6054454/ W1B3390832	MX20DN21/ W1C3579968
ATC	York	5	YCJD6054453/ W1A3382020	MX20DN21/ W1C3579974

Stone Cottage 4901 Addison Circle Dr. – Installed 10/19/98

Make	Tonnage	Condensing Unit Model\Serial	Air Handler Model\Serial
Carrier	5	38YCC060300\1098E02556	FB4ANF060\0498A33158
Carrier	5	38YCC060300\1098E02550	FB4ANF060\0198A06668

Celestial Pump Station 5510 Celestial

1 each Lennox model #10ACB24-9P condensing unit
 1 each Goodman model #ARUF182416 air handler (installed 6/2008)
 1 each York model #YCE36B21H condensing unit
 1 each York model #AE36BX21 air handler

Special Events Pavilion 4970 Addison Circle Dr. – Installed 10/2003

Make	Tonnage Heating	Condensing Unit Model	AirHandler Model	
Trane	5	TWA0060C3000A	TWE060P13	25kW electric
Trane	4	TWA0048C3000A	TWE048P13	15kW electric
Trane	2.5	TWA0030C3000A	TWE030P13	10kW
electric				
Trane	2.5	TWA0030A3000AB (installed 7/2008)	TWE030P13	10kW electric

Vitruvian Restrooms 3956 Vitruvian Way

1 ea Samsung model MH080FXCA4A serial F328PAFC500006B condensing unit 3 Ton
 2 ea Samsung model MH026FNCA serial F324PAKC600030K air handler unit
 serial F324PAKC600171D air handler unit
 serial F324PAKC600070N air handler unit

DALLAS AUSTIN FORT WORTH HOUSTON PHOENIX SAN ANTONIO

PACKAGED 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.

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.
- Inspect 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

Included Services

- ☒ Wash condenser coils **2 times** per year
- ☒ Provide material and labor to replace filters **4** times per year (Pleated merv 10 filters)
- ☒ Change belt where require once per year.
- ☒ Blow out and or rinse out condensate lines quarterly

DALLAS

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SAN ANTONIO

SPLIT SYSTEM 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.

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.
- Inspect 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

Included Services

- ☒ Wash condenser coils **2 times** per year.
- ☒ Provide material and labor to replace filters **4 times** per year. (Pleated merv 10 filters)
- ☒ Change belts once per year were necessary.
- ☒ Blow out and or rinse out condensate lines quarterly

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ROTARY CHILLER 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.

4 Inspections per year

Annual Maintenance Tasks

Refrigerant System

- Visually check refrigerant circuits for leaks
- Inspect refrigerant filter
- Log and review operating conditions
- Leak check relief valves and refrigerant vent piping
- Inspect refrigerant sight glasses for cracks and leaks
- Check system superheat and sub-cooling

Electrical Systems

- Inspect condition of contacts for wear, pitting, etc.
- Inspect/tighten all electrical connections
- Inspect electrical components for indications of heat
- Check operating and safety controls
- Inspect/tighten motor leads

Operating Checks

- Check start operation and record voltage and current
- Inspect operating and safety controls
- Inspect operation of condenser fans (if applicable)
- Check condenser fans for proper blade to shroud clearance (if applicable)
- Inspect operation of lubrication system.
- Inspect all piping for leaks or damage
- Check set point values in microprocessor
- Inspect condenser coils for buildup or damage

Written Report

- Provide to customer following each regular inspection or emergency call
- Review all operating parameters with customer

Operating Maintenance Tasks

- Inspect refrigerant filter temperature drop at full load conditions
- Check and record oil filter pressure drop
- Inspect operation of loading slide valve
- Inspect operating and safety controls
- Inspect and calibrate temperature controller
- Inspect operation of lubrication system
- Inspect operation of motor starter
- Inspect evaporator and condenser pressures
- Inspect unit for proper refrigerant charge
- Inspect for proper oil level
- Check operation of condenser fans (if applicable)
- Review operating conditions with customer
- Inspect operation of lubrication system
- Check oil level
- Inspect oil heater control operation

Included Services

- ☒ Brush condenser tubes during annual inspection.
- ☒ Oil sample and analysis for wear metals, acid content and moisture to be taken 1 time per year.
- ☒ Meg compressor motors.
- ☒ Replace oil filters during annual inspection
- ☒ Water treatment testing on chilled, condenser and boiler water loop.

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CHILL WATER AIR HANDLING UNIT 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.

4 Inspections per year.

Annual Maintenance Tasks

- Inspect coils and make recommendations as needed.
- Inspect drain pan and drain line.
- Inspect blower wheel and retaining bolts.
- Inspect pulleys and sheaves.
- Inspect/adjust belt alignment and condition.
- Lubricate shaft and motor bearings as required.
- Inspect all bearing and motor retaining bolts.
- Record motor operating conditions.
- Inspect/tighten all control and power wiring.
- Remove fan belts and spin blower wheel and let coast to a stand still for static unbalance test.
- Inspect all duct connections and door seals.
- Inspect flex connections for wear and leaks.
- Inspect unit for unusual noise or vibration.
- Inspect zone isolation dampers and linkages for proper movement. Adjust linkages as needed.
- Inspect damper operators for proper operation.
- Inspect spring isolators and adjust as needed.
- Inspect lubricate lines and connections.

Operating Maintenance Tasks

- Inspect coils for air flow obstructions.
- Lubricate shaft and motor bearings as required.
- Inspect all bearing and motor retaining bolts.
- Record motor operating voltage and amperage.
- Inspect/tighten electrical connections.
- Inspect unit for unusual noise or vibration.
- Inspect/adjust belt alignment or tension.
- Inspect filters and report condition to the customer.

Included Services

- ☒ Provide labor and material to replace filters and media, or clean permanent filter 6 time(s) per year. Athletic Club only. (Pleated merv 10 filters)
- ☒ Change belts on annual inspection.
- ☒ Blow out and or rinse out condensate lines quarterly

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PUMP 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.

4 Inspections per year

Operating Maintenance Tasks

- Lubricate pump bearings per manufacturer's recommendations
- Lubricate motor bearings per manufacturer's recommendations
- Check suction and discharge pressures, if possible
- Visually inspect packing or mechanical seals
- Check motor voltage and amperage
- Check motor operating conditions
- Inspect electrical connections and conductors
- Check operation of isolation valves
- Check pump starter

Included Services

- ☒ Pull condenser water strainer during annual inspection.

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WATER TREATMENT MAINTENANCE- Athletic Center

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.

12 Inspections per year

Operating Maintenance Tasks

- Conduct a survey of equipment prior to startup and recommend the correct chemicals.
- Provide product safety information on all chemical products used in the system.
- Provide all products required for water treatment for the duration of this agreement.
- Make all necessary adjustments to chemical feed equipment in accordance with ongoing laboratory recommendations.
- Provide on-site water testing and supply a field test report for the system.
- Maintain or replace customer owned chemical feed equipment at an additional expense to customer.
- If TDIndustries determines that repairs to the system are required to minimize loss of water treatment and water, customer will cause repairs to be made at their expense.
- These prices are established on a good clean leak free system. The customer will be financially responsible for replacing chemical due to water loss causing chemical loss that exceeds 25% of the initial chemical charge.
- Should government restrictions be placed upon use of chemical treatment, alternate products will be substituted at customer's expense.

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BOILER 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.

4 Inspections per year.

Annual Maintenance Tasks

- Inspect safety and operating controls
- Inspect the low water cutoff safety
- Inspect condensate drain
- Inspect main burner assembly
- Inspect condition of spark electrode and flame rod
- Lubricate blower motor as required
- Verify operation of makeup water system
- Inspect condition of flues and report
- Inspect refractory and firebrick for defects and report
- Clean expansion tank sight glass
- Inspect all electrical connections for tightness
- Verify boiler room supply vents are free from obstructions
- Inspect wire insulation for signs of overheating, burns, etc.
- Verify accuracy of pressure gauges

Operating Maintenance Tasks

- Inspect the boiler for gasket leaks
- Inspect the low water cutoff and feed control (s)
- Inspect the pressure relief valves
- Inspect all operating controls for proper operation
- Inspect and clean blower, if required

Included Services

- ☒ Remove header and inspect tube condition once per year (if required)
- ☒ Brush clean boiler tubes once per year (if required)
- ☒ Perform combustion analysis once per year

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FAN POWERED BOX AND VAV 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.

2 Inspections per year

Annual Maintenance Tasks

- Inspect box for detectable maintenance items
- Inspect blower wheel and retaining bolts
- Inspect pulleys and sheaves
- Inspect/adjust belt alignment and condition
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating conditions
- Inspect/tighten all control and power wiring
- Inspect all duct connections and door seals
- Inspect flex connections for wear and leaks
- Inspect box for unusual noise or vibration
- Inspect dampers and linkages for proper movement, adjust linkages as needed.
- Inspect damper operators for proper operation
- Inspect spring isolators and adjust as needed
- Inspect pneumatic system for leaks and cracks

Operating Maintenance Tasks

- Inspect coils for air flow obstructions
- Lubricate shaft and motor bearings as required
- Inspect all bearing and motor retaining bolts
- Record motor operating voltage and amperage
- Inspect/tighten electrical connections
- Inspect box for unusual noise or vibration
- Inspect/adjust belt alignment or tension
- Inspect filters and report condition to the customer

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PHOENIX

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SPLIT SYSTEM 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.

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.
- Inspect 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

Included Services

- ☒ Wash condenser coils **2** times per year
- ☒ Provide material and labor to replace filters **4** times per year. (Pleated merv 10 filters)
- ☒ Blow out and or rinse out condensate lines quarterly

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COOLING TOWER 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.

4 Inspections per year.

Annual Maintenance Tasks

- Clean float valve assembly and adjust for proper operation
- Check and clean bleed off line and overflow
- Check sump heaters and thermostats for calibration and operation
- Check and adjust fan belts (if applicable)
- Check condition of drive pulleys (if applicable)
- Check oil level in gearbox (if applicable)
- Check driveshaft couplings (if applicable)
- Lubricate fan and motor bearings per manufacturer's recommendation
- Check amperage on motors
- Inspect electrical connections, contactors, relays
- Check and calibrate operating and safety controls
- Check and adjust condenser water temperature regulator system
- Check and adjust bypass valve

Operating Maintenance Tasks

- Inspect fan, motor and belts
- Check sump strainer, bleed, and overflow
- Check operating conditions, adjust as required

Included Services

- ☒ Clean tower strainers once per year
- ☒ Clean water sump basin and check condition once per year
- ☒ Change gearbox oil once per year.



UNIT HEATER/DUCT HEATER 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.

2 Inspections per year.

Annual Maintenance Tasks

- Lubricate motor bearings (if applicable)
- Check bearing and motor mounting
- Check motor operating voltage and amperage
- Check heat exchanger/elements for proper operation.
- Rotate the fan and check for obstructions in the fan housing
- Check heat sequencers on electric units
- Check gas pressure on gas fired units
- Check heat exchanger for cracks on gas fired units.

Operating Maintenance Tasks

- Check unit for unusual noise or vibration
- Check heat sequencing or gas combustion.
- Check motor operating voltage and amperage
- Inspect the control and power wiring for secure connections and insulation.

DALLAS

AUSTIN

FORT WORTH

HOUSTON

PHOENIX

SAN ANTONIO

Exhibit "B"
Insurance Requirements

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT
REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON. All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.		AMOUNT OF INSURANCE	PROVISIONS
TYPE OF INSURANCE			
1.	Workers' Compensation Employers' Liability to include:	Statutory Limits per occurrence	TOWN OF ADDISON to be provided a <i>WAIVER OF SUBROGATION</i> Insurance company must be A-:VII rated or above.
	(a) each accident	Each accident	
	(b) Disease Policy Limits	Disease Policy Limits	
	(c) Disease each employee	\$1,000,000 Disease each employee \$1,000,000	
2.	Commercial General (Public) Liability to include coverage for:	Bodily Injury/Property Damage per occurrence	<i>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII rated or above.</i>
	a) Bodily Injury	\$1,000,000, General Aggregate \$2,000,000	
	b) Property damage	Products/Completed	
	c) Independent Contractors	Aggregate \$2,000,000, Personal Advertising	
	d) Personal Injury	Injury per occurrence	
	e) Contractual Liability	\$1,000,000, Medical Expense 5,000	

3. **Business Auto Liability** to include coverage for: Combined Single Limit ***TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A:VII-rated or above.***
- a) Owned/Leased vehicles
 - b) Non-owned vehicles
 - c) Hired vehicles