

## GENERAL CONDITIONS

### A. CONTRACTOR PERFORMANCE (Level of Maintenance)

The Contractor shall perform preventative/periodic maintenance on the equipment listed herein at frequencies stated. Equipment maintenance shall be performed in accordance with the manufacturer's recommended procedures. Where required, the Contractor shall obtain copies of technical manuals from the equipment manufacturer that describes maintenance procedures to accomplish the contract requirements. The technical manuals shall remain in the equipment rooms where equipment is located or in a place designated by the Owner. The following is not included in this Proposal: The replacement or repair of non-moving parts of heating, cooling and ventilation equipment such as insulation, ductwork, damaged boiler sections or tubes, coils, power wiring, unit casings, clogged building drains (drains beyond equipment), and building sanitary and storm piping.

### B. INITIAL INSPECTION AND REPAIR

The successful Contractor and representative of the Owner shall make an initial inspection of all equipment covered in this contract and determine the status of the equipment, i.e., operative or inoperative. The Contractor shall not be required to service equipment that is inoperative until it is repaired to acceptable industry standards. The Contractor, however, shall be responsible for equipment repair resulting in damage caused by Contractor personnel negligence.

### C. EMERGENCY SERVICE RESPONSE

Service required to safeguard life or property shall be provided by the Contractor. The Contractor upon receipt of notice from the Owner indicating a malfunction in any of the HVAC systems covered by this contract shall provide to the Owner 365 day, 24 hour per day (including holidays) service response within four (4) hours of said notice.

### D. CHANGES TO SYSTEMS

If additions or deletions of equipment are made to any of the HVAC systems which materially affect this contract, the contract shall be modified to incorporate such changes and the contract price adjusted accordingly.

### E. EXCLUSIONS

The service to be provided under this contract, unless otherwise specified, shall not include the following:

Equipment under warranty. The Contractor shall advise the Owner if such equipment becomes defective within the warranty period. During the warranty period the Contractor is not responsible for replacing such equipment, but shall be

responsible for the labor necessary to service and maintain the equipment in accordance with the contract.

#### F. ACCESS

The Owner shall provide the Contractor access to all equipment covered under this contract during normal duty hours and at any time an emergency response is requested. The Contractor shall coordinate equipment downtime, necessitated by maintenance procedures, with the Owner's representative.

#### G. INSURANCE

The Contractor shall keep in force , for the contract period, insurance for workman's compensation, employer's liability and public liability and shall furnish the Owner copies of such coverage. The amount of required public liability insurance will be one million dollars (\$1,000,000). The owner will be named as "additionally insured" and will provide the successful contractor with the legal forms.

#### H. MAINTENANCE PROCEDURES/RECORDS

The Contractor shall schedule maintenance for a given facility and coordinate the times with the Owner.

1. Contractor personnel performing the maintenance shall check in with the Owner's facility manager to review any operational or maintenance problems experienced with any HVAC system to verify or establish a trend toward potential problems.
2. Records: The Contractor shall provide the Owner, on a quarterly basis, copies of the maintenance records for each facility. The Contractor shall keep the maintenance records (checklists) for the maintenance of each piece of equipment, bound in a single document for each facility and given to the Owner on a yearly basis.

#### I. TERMINATION OF CONTRACT

The Owner, upon seven (7) days written notice, may terminate the contract if the Contractor:

1. Fails to respond to emergency service calls within time limits set forth in these specifications; or
2. Provides inferior replacement parts; or
3. Fails to provide any portion of the maintenance service listed in the specifications; or

4. Fails to provide skilled mechanics to perform any or all of the required maintenance work.

J. EXTENSION OF CONTRACT

The owner reserves the right to extend the Maintenance Contractor's contract an additional three (3) years. This decision will be based primarily on the Contractor's performance and quality of service during the first term of the contract. Price will also be a factor.

