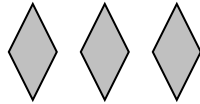


PLANNED MAINTENANCE AGREEMENT



Town of Munster – Parks Department
1005 Ridge Road
Munster, Indiana 46321



750 S County Line Road
Gary, IN 46403
219.938.1941

- PROPRIETARY -

Planned Maintenance Agreement

This agreement made on this 14th day of January, 2021 by and between **Mechanical Concepts, Inc.** herein called the seller **Town of Munster Parks Department Pool** and herein called the purchaser. In consideration of the payments to be made to the seller by the purchaser and the performance by the purchaser of the conditions and agreements herein specified, the seller agrees to the services as described in the maintenance program which are attached herein and made a part of the agreement.

The purchaser agrees to pay to the seller in advance, the sum of \$ 2,600.00 Annually beginning with the effective date of this agreement January 1, 2021 thru December 31, 2023 unless either party gives written notice to the other not to renew this agreement forty-five (45) days prior to the anniversary date. Due to annual labor, material and other cost increases, this agreement is subject to a price revision on any anniversary date.

This agreement is subject to further terms and conditions as specified on the back of this agreement, plus Schedules A and B, which are expressly incorporated herein and made a part thereof.

By: Mechanical Concepts, Inc.

Purchasers Acceptance

Name: Ralph Neff

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Preventive Maintenance and Inspection Program Schedule A

Mechanical Concepts, Inc. (seller) agrees to perform 4 inspections per year. **Mechanical Concepts, Inc.** shall provide the following maintenance services for the building mechanical systems consisting of the equipment as listed on the Maintained Equipment List, Schedule B.

Preventative Maintenance Schedule

 X January February March X April May June
 X July August September X October November December

Preventative Maintenance Services

	Primary Air Conditioning Equipment	Reciprocating Air Conditioning Equipment	Primary Heating Equipment	Associated Air Conditioning & Heating Equipment
Premium				
Basic	X	X	X	X
	Temperature Control System	Training	Special Services	Plumbing System
Premium				
Basic				

Premium Coverage for extended service options

On-site repair service will be provided during MCI normal business hours, unless one of the following is checked:

- ☐ 24-5 Extended Service. MCI will provide 24 hour a day, 5 days a week (Monday thru Friday, except MCI holidays)
- ☐ 24-7 Extended Service. MCI will provide on-site response 24 hours a day, 7 days a week (including holidays)

Additional Special Services or Deletions

- A. Change filters quarterly.
- B. Change belts annually.
- C. Clean Pool Heater annually.
- D.
- E.

Preventive Maintenance and Inspection Program Schedule B

LIST OF MAINTAINED EQUIPMENT

[illegible]

Planned Maintenance Services

Packaged HVAC Unit Air Cooled

Spring

- Lubricate fan and motor per manufacturers' recommendation.
- Inspect drive components; adjust as necessary.
- Test refrigeration system for proper operating charge, pressures and temperatures.
- Inspect refrigeration system for leaks, loose connections or vibration.
- Inspect electrical connections; tighten as necessary.
- Test motor operating current and voltage.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test crankcase heater operation.
- Inspect coils for cleanliness.
- Inspect drain pan and drain .
- Inspect indoor blower.
- Inspect unit panels, dividers, flashing, curbs and insulation.
- Inspect indoor blower.
- Test operating conditions; adjust for efficient operation.
- Check oil level.
- Test unloader operation.

Summer

- Inspect drive components; adjust as necessary.
- Test refrigeration system for proper operating charge, pressures and temperatures.
- Inspect refrigeration system for leaks, loose connections or vibration.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test crankcase heater operation.
- Test operating conditions; adjust for efficient operation.
- Check oil level.
- Test unloader operation.

Fall

- Inspect drive components; adjust as necessary.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test and inspect economizer system; lubricate and adjust dampers and linkages.
- Clean economizer intake filters.
- Inspect heat exchanger for defects and deterioration.
- Clean and inspect burners; adjust as necessary.
- Clean and adjust pilot flame assembly.
- Test ignition and flame proving components.
- Test fan control operation; adjust as necessary.
- Test operation of high temperature safety controls.
- Inspect gas line and shut off valve local to unit.
- Inspect combustion air openings.

- Inspect flue piping for blockage or deterioration.
- Test exhaust system for proper draft.
- Test operating conditions and performance; adjust for efficient and safe operation.
- Test gas manifold pressure.
- Inspect panels, dividers and secure access panels.

Winter

- Inspect drive components; adjust as necessary.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test and inspect economizer system.
- Test ignition and flame proving components.
- Test operation of high temperature safety controls.
- Inspect flue piping for blockage for deterioration.
- Test exhaust system for proper draft.

Gas Fired Unit Heater

Fall

- Inspect drive components; adjust as necessary.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Inspect heat exchanger for defects and deterioration.
- Clean and inspect burners; adjust as necessary.
- Clean and adjust pilot flame assembly.
- Test ignition and flame proving components.
- Test fan control operation; adjust as necessary.
- Test operation of high temperature safety controls.
- Inspect gas line and shut off valve local to unit.
- Inspect combustion air openings.
- Inspect flue piping for blockage or deterioration.
- Test exhaust system for proper draft.
- Test operating conditions and performance; adjust for efficient and safe operation.
- Test gas manifold pressure.
- Inspect panels, dividers and secure access panels.

Winter

- Inspect drive components; adjust as necessary.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test ignition and flame proving components.
- Test operation of high temperature safety controls.
- Inspect flue piping for blockage or deterioration.
- Test exhaust system for proper draft.

Condensing Unit Air Cooled

Spring

- Test refrigeration system for proper operating charge, pressures and temperatures.
- Perform superheat and subcooling analysis.
- Test oil pressure control timing and operation as necessary.
- Inspect refrigeration system for leaks, loose connections and vibration.
- Inspect electrical connections; tighten as necessary.
- Test motor operating current and voltage.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test crankcase heater operation.
- Inspect coils for cleanliness.
- Inspect unit panels, dividers, flashing, curbs and insulation.
- Inspect indoor blower.
- Test operating conditions; adjust for efficient operation.
- Check oil level as necessary.
- Test unloader operation as necessary.
- Check and record condenser air side Delta-T.
- Inspect fan motors and fan blades.

Operational

- Test refrigeration system for proper operating charge, pressures and temperatures.
- Inspect refrigeration system for leaks, loose connections and vibration.
- Test and inspect operating controls, relays, contractors, switches, conductors and safety controls.
- Test crankcase heater operation.
- Test operating conditions; adjust for efficient operation.
- Check and record condenser air side Delta-T.
- Check oil level as necessary.
- Test unloader operation as necessary.
- Inspect fan motors and fan blades.

Terms and Conditions

1. The seller will provide the necessary labor and certain materials to properly maintain the equipment as listed on Equipment List Schedule-B. Scheduled maintenance will be provided on a regularly scheduled basis during the year as shown on Schedule-A.
2. Preferential emergency service will be provided to Maintenance Agreement customers.
3. That the seller shall not be required to move or remove, replace or alter any part of the building structure in the performance of this agreement or to make any corrections in design and/or engineering of the equipment or installation.
4. The seller shall not be required to identify, detect, encapsulate or remove asbestos, or any products or materials that may be hazardous in nature. If such products are encountered, the sellers only obligation will be to notify the purchaser about these materials.
5. The purchaser shall permit the seller free access to areas and equipment with the right to stop and start the equipment as required to perform the necessary services.
6. All labor covered by this Agreement shall be performed during normal working hours.
7. If a service related problem is noticed during inspection of equipment, the seller may charge the purchaser after proper authorization is given to the seller.
8. The seller shall in no event be liable and the purchaser will hold harmless the seller, its agent and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work hereunder.
9. This Agreement is not transferable or assignable. It is further understood that no other Agreement oral or written, expressed or implied shall be held to alter the provisions hereof. To be valid, all subsequent changes and/or modifications shall be embraced within a written document duly executed by both parties.
10. Under no circumstances whatsoever shall seller be responsible for loss of use, profit or increased operating expenses, claims of purchasers tenants or clients or any direct or indirect damages.
11. The seller is not obligated to render services under this Agreement if the purchaser has a past due account and may cancel this Agreement upon 15 days notice in the event that any moneys under any account are not paid when due.
12. The seller shall furnish purchaser with a copy of the service technicians service report and a copy of Mechanical Concepts, Inc. (MCI) maintenance/inspections checklist.
13. The seller's obligation under this Agreement (unless otherwise written herein) will not include non-maintainable items such as but not limited to latches, hardware or glass, ductwork, pressure vessels, boiler-chiller shell and tubes, boiler sections, boiler refractory, furnace heat exchangers, electric heating elements, cabinets, tower fill, disconnect switches, wiring, piping, breechings, chimneys and flues, coils, structural supports, storage tanks.
14. The seller will take all reasonable precautions to avoid damage to property or injury to others and will furnish supervisory help when necessary.
15. That the equipment listed in this agreement is being accepted with the understanding that said equipment is in a maintainable and good operating condition.
16. The seller shall not be held responsible for food spoilage, loss of business or any delay caused by strikes, riots, lockouts, transportation delays, accidents, acts of God, or any cause beyond its control.
17. The proposed agreement price stated on the front page of this document is valid for 30 days from date of this agreement unless accepted by the owner.