

**SERVICE AGREEMENT  
for HVAC Service and Maintenance  
PSA Number 2013-086/2R**

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_ 2017, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and The Trane Company, a Company in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A, payment terms described in Exhibit B Insurance requirements described in Exhibit C, subject to the General Conditions described in Exhibit D; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Proposal, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B Insurance requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. In the event of any conflict between provisions in the exhibits attached herein, the provisions set forth in Exhibit C shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in Exhibit B shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from May 20, 2017 through May 19, 2018.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

\_\_\_\_\_  
Date

**SERVICE PROVIDER:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

EXHIBIT A – EXISTING FACILITIES

**Executive Summary**

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:

- Priority Response – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- Advanced Diagnostics – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- Trane OEM Service Delivery – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- Dedicated Trane Service Team – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

**SERVICE PROPOSAL FOR:**

Lee's Summit Police Department  
10 Northeast Tudor Road  
Lee's Summit, MO 64086 U.S.A.

**SITE ADDRESS:**

Lee's Summit Police Department  
10 Northeast Tudor Road  
Lee's Summit, MO 64086 U.S.A.

**LOCAL TRANE OFFICE:**

Trane U.S. Inc. dba Trane  
8014 Flint St.  
Lenexa, KS 66214-3334

**LOCAL TRANE REPRESENTATIVE:**

Mark Lister  
Cell: 816-401-1991  
Office: (913) 599-4664

**PROPOSAL ID / AGREEMENT NUMBER:**

LSPOLICE17

**DATE:**

March 14, 2017

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.**

**Added Value**

Proper maintenance can save an estimated 12-18%\* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings. In addition to financial value, when you partner with Trane you can expect:

**Dependability and Consistency**

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Lee's Summit Police Department will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

**Superior Service Delivery**

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments

### Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

### Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

### Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

### Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

### Scope of Services – Standard Inclusions

#### Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

### Refrigerant Management

This scope includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

### Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

### Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.

### Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

Additional Scope of Services:

### Equipment Coverage and Services

Trane will perform the following scheduled services on the described equipment located at:

The following "Covered Equipment" will be serviced at Lee's Summit Police Department:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building Management Systems (BMTS)	1	Trane	BMTS000AAB	E98D09716	

#### Description

CNT-145 (Service 6)

#### Quantity Per Term

1

SUMMIT PANEL RUN INSPECTION (Service 13)

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Indoor Modular Climate Changer air handler	1	Trane	MCCA100AEG	K98C19994	
Indoor Modular Climate Changer air handler	1	Trane	MCCA100BDJ	K98C19996	
Indoor Modular Climate Changer air handler	1	Trane	MCCA100GAU	K98C19997	
Indoor Modular Climate Changer air handler	1	Trane	MCCA100HBE	K98C19995	
Indoor Modular Climate Changer air handler	1	Trane	MCCA100NBB	K98C19993	

#### Description

M Series Annual (Service 8)

#### Quantity Per Term

1

M Series Quarterly (Service 9)

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
80-120 Ton Air-Cooled Condensing Unit	1	Trane	RAUCD104BG	J97M84301	1
80-120 Ton Air-Cooled Condensing Unit	1	Trane	RAUCD104BG	J97M84302	2

#### Description

Air Cooled Recip Condensing Unit Quarterly Maintenance (Service 3)

#### Quantity Per Term

1

Air Cooled Recip Condensing Unit Monthly Maintenance (Service 2)

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VAV Fan Powered	78	Trane	VAV BOXES		

#### Description

1. Report in with the Customer Representative. 2. Record and report abnormal conditions, measurements taken, etc. 3. Review customer logs with the customer for operational problems and trends. 4. Verify proper air valve operation. 5. Check and adjust (Service 1)

#### Quantity Per Term

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
2-25 Ton Packaged Heat Pump (not current)	1	Trane	WCD120B40G	N04101262D	JAIL RTU

Description	Quantity Per Term
Voyager Cooling Pre-Season Annual Start Up (Service 15)	1
Voyager Quarterly Inspection (Service 17)	2
Voyager Heating Pre-Season Annual Start Up (Service 16)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Heaters - Generic	4	UNKNOWN	CABINET UN		
Unit Heaters - Generic	3	UNKNOWN	ELECTRIC U		

Description	Quantity Per Term
Unit Heater Maintenance (Service 14)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Computer Room Air Conditioners-Generic	1	UNKNOWN	DAAU0834	980167B	

Description	Quantity Per Term
RUN INSPECTION (Service 12)	4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	UNKNOWN	EMA5G4A510	980853	

Description	Quantity Per Term
ANNUAL COOLING MAINTENANCE (Service 4)	1
MIDSEASON COOLING INSPECTION (Service 10)	1
MIDSEASON HEATING INSPECTION (Service 11)	1
ANNUAL HEATING MAINTENANCE (Service 5)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Roof Exhaust Fans - Downblast-obsolete	12	UNKNOWN	EXHAUST FA		

Description	Quantity Per Term
EXHAUST FAN MAINTENANCE (Service 7)	2

### Pricing and Acceptance

Lee's Summit Police Department  
 10 Northeast Tudor Road  
 Lee's Summit, MO 64086 U.S.A.

Site Address:  
 Lee's Summit Police Department  
 10 Northeast Tudor Road  
 Lee's Summit, MO 64086 U.S.A.

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$31,680.00	\$31,680.00	Annual

### Term

The initial term of this Service Agreement is 1 year, beginning May 20, 2017. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on May 19, 2017, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

### Executive Summary

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**SERVICE PROPOSAL FOR:**

Lee's Summit Police Department  
10 Northeast Tudor Road  
Lee's Summit, MO 64086 U.S.A.

**SITE ADDRESS:**

Lee's Summit Police Department New Training Facility  
Lee's Summit, MO 64086 U.S.A.

**LOCAL TRANE OFFICE:**

Trane U.S. Inc. dba Trane  
8014 Flint St.  
Lenexa, KS 66214-3334

**LOCAL TRANE REPRESENTATIVE:**

Mark Lister  
Cell: 816-401-1991  
Office: (913) 599-4664

**PROPOSAL ID / AGREEMENT NUMBER:**

LSPOLICE-New Facility17

**DATE:**

March 14, 2017

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### Added Value

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Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
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### Superior Service Delivery (continued)

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Trane's proprietary program is unequalled in the industry.

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### Scope of Services – Standard Inclusions

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### Refrigerant Management

This scope includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

### Trane Laboratory Analysis

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### Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

Additional Scope of Services:

### Equipment Coverage and Services

Trane will perform the following scheduled services on the described equipment located at:

The following "Covered Equipment" will be serviced at Lee's Summit Police Department-**Training Facility 2014**:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building Management System (Expanded system hardware to original)	1	Trane	SUMMIT	TBD	SUMMIT EXP

#### Description

Summit Hardware Quarterly Inspections

#### Quantity Per Term

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
15 Ton Packaged Unitary RTU 1	1	Trane	THD180F	TBD	RTU 1
33,000 CFM Engineered Air- RTU 2	1	Engineered Air	FW1608	FW1608	RTU 2 TBD
50 ton Packaged Unitary RTU 3	1	Trane	TED600B4BL1B	TED600B4BL1B	RTU 3 C13H05287

#### Description

Packaged Rooftop Cooling Pre-Season Annual Start Up

Packaged Rooftop Mid-Season Inspection

Packaged Rooftop Heating Pre-Season Annual Start Up

#### Quantity Per Term

1

2

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
FFU1-Filter Fan Unit 36,300 CFM	1	Engineered Air	LM36	TBD	FFU 1
ERV 1 Energy Recovery Units	1	TBD	TBD	TBD	ERV 1
ERV 2 Energy Recovery Units	1	TBD	TBD	TBD	ERV 2
ERV 3 Energy Recovery Units	1	TBD	TBD	TBD	ERV 3
ERV 4 Energy Recovery Units	4	TBD	TBD	TBD	ERV 4

#### Description

Air Handling/ERV units quarterly maintenance inspections

#### Quantity Per Term

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tags
VAV w/ Electric Heat	11	Trane	VAV BOXES	NA	VAV3-01 thru VAV 3-11



**Description**
**Quantity Per Term**

1. Report in with the Customer Representative. 2. Record and report abnormal conditions, measurements taken, etc. 3. Review customer logs with the customer for operational problems and trends. 4. Verify proper air valve operation. 5. Check and adjust

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tags
Electric Unit Heaters - Generic	9	UNKNOWN	CABINET UN	NA	UH1-UH10

**Description**
**Quantity Per Term**

Unit Heater Maintenance

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tags
Computer Room Air Conditioners-Generic	2	LG	LSN181HSV2	Multiple	CRU 1-2

**Description**
**Quantity Per Term**

RUN INSPECTION

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tags
Fans	4	UNKNOWN	EXHAUST FA	Multiple	EF12, EF14, SEF1, TF1

**Description**
**Quantity Per Term**

FAN MAINTENANCE

2

**Pricing and Acceptance**

Lee's Summit Police Department  
 10 Northeast Tudor Road  
 Lee's Summit, MO 64086 U.S.A.

Site Address:

Lee's Summit Police Department-New Training  
 Facility

**Trane Service Agreement**

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

**Service Fee**

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	26,200.00	26,200.00	Annual

**Term**

The initial term of this Service Agreement is 1 year, beginning May 20, 2017. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on May 19, 2017, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

**EXHIBIT B – EXISTING FACILITIES**

The following "Covered Equipment" will be serviced at Lee's Summit Police Department:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Tracer Summit Building Management Systems (BMTS)	1	Trane	BMTS000AAB	E98D09716	\$6,380.00

**Description**

CNT-145 (Service 6)

SUMMIT PANEL RUN INSPECTION (Service 13)

**Quantity Per Term**

1

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Indoor Modular Climate Changer air handler	1	Trane	MCCA100AEG	K98C19994	\$1,600.00
Indoor Modular Climate Changer air handler	1	Trane	MCCA100BDJ	K98C19996	\$1,600.00
Indoor Modular Climate Changer air handler	1	Trane	MCCA100GAU	K98C19997	\$1,600.00
Indoor Modular Climate Changer air handler	1	Trane	MCCA100HBE	K98C19995	\$1,600.00
Indoor Modular Climate Changer air handler	1	Trane	MCCA100NBG	K98C19993	\$1,600.00

**Description**

M Series Annual (Service 8)

M Series Quarterly (Service 9)

**Quantity Per Term**

1

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
80-120 Ton Air-Cooled Condensing Unit	1	Trane	RAUCD104BG	J97M84301	\$2,500.00
80-120 Ton Air-Cooled Condensing Unit	1	Trane	RAUCD104BG	J97M84302	\$2,500.00

**Description**

Air Cooled Recip Condensing Unit Quarterly Maintenance (Service 3)

Air Cooled Recip Condensing Unit Monthly Maintenance (Service 2)

**Quantity Per Term**

1

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
VAV Fan Powered	78	Trane	VAV BOXES		\$2,935.00

**Description**

1. Report in with the Customer Representative. 2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends. 4. Verify proper air valve operation.
5. Check and adjust (Service 1)

**Quantity Per Term**

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
2-25 Ton Packaged Heat Pump (not current)	1	Trane	WCD120B40G	N04101262D	\$3,934.00

**Description**

Voyager Cooling Pre-Season Annual Start Up (Service 15)

Voyager Quarterly Inspection (Service 17)

Voyager Heating Pre-Season Annual Start Up (Service 16)

**Quantity Per Term**

1

2

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Unit Heaters - Generic	4	UNKNOWN	CABINET UN		\$1,260.00
Unit Heaters - Generic	3	UNKNOWN	ELECTRIC U		\$ 970.00

**Description**

Unit Heater Maintenance (Service 14)

**Quantity Per Term**

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Computer Room Air Conditioners-Generic	1	UNKNOWN	DAAU0834	980167B	\$1,095.00

**Description**

RUN INSPECTION (Service 12)

**Quantity Per Term**

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Rooftop Air Conditioners - Generic	1	UNKNOWN	EMA5G4AS10	980853	\$1,508.00

**Description**

ANNUAL COOLING MAINTENANCE (Service 4)

MIDSEASON COOLING INSPECTION (Service 10)

MIDSEASON HEATING INSPECTION (Service 11)

ANNUAL HEATING MAINTENANCE (Service 5)

**Quantity Per Term**

1

1

1

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Centrifugal Roof Exhaust Fans - Downblast-obsolete	12	UNKNOWN	EXHAUST FA		\$ 598.00

**Description**

EXHAUST FAN MAINTENANCE (Service 7)

**Quantity Per Term**

2

## EXHIBIT B – NEW FACILITY

The following "Covered Equipment" will be serviced at Lee's Summit Police Department-Training Facility 2014:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Tracer Summit Building Management System (Expanded system to original)	1	Trane	SUMMIT	TBD	\$3,238.00

**Description**

Summit Hardware Quarterly Inspections

**Quantity Per Term**

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
15 Ton Packaged Unitary RTU 1	1	Trane	THD180F	TBD	\$2,228.00
33,000 CFM Engineered Air-RTU 2	1	Engineered Air	FW1608	FW1608	\$3,584.00
50 ton Packaged Unitary RTU 3	1	Trane	TED600B4BL1B	TED600B4BL1B	\$2,964.00

**Description**

Packaged Rooftop Cooling Pre-Season Annual Start Up

Packaged Rooftop Mid-Season Inspection

Packaged Rooftop Heating Pre-Season Annual Start Up

**Quantity Per Term**

1

2

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
FFU1-Filter Fan Unit 36,300 CFM	1	Engineered Air	LM36	TBD	\$2,821.00
ERV 1 Energy Recovery Units	1	TBD	TBD	TBD	\$1,694.00
ERV 2 Energy Recovery Units	1	TBD	TBD	TBD	\$1,694.00
ERV 3 Energy Recovery Units	1	TBD	TBD	TBD	\$1,694.00
ERV 4 Energy Recovery Units	4	TBD	TBD	TBD	\$1,694.00

**Description**

Air Handling/ERV units quarterly maintenance inspections

**Quantity Per Term**

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
VAV w/ Electric Heat	11	Trane	VAV BOXES		\$513.00

**Description**

1. Report in with the Customer Representative. 2. Record and report abnormal conditions, measurements taken, etc. 3. Review customer logs with the customer for operational problems and trends. 4. Verify proper air valve operation. 5. Check and adjust

**Quantity Per Term**

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Electric Unit Heaters - Generic	9	UNKNOWN	CABINET UN		\$1,685.00

**Description**

Unit Heater Maintenance

**Quantity Per Term**

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Computer Room Air Conditioners- Generic	2	LG	LSN181HSV2	Multiple	\$2,149.00

**Quantity Per Term**
**Description**

RUN INSPECTION

4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Contract Price
Roof Exhaust	4	UNKNOWN	EXHAUST FA	Multiple	\$242.00

**Description**

EXHAUST FAN MAINTENANCE

**Quantity Per Term**

2

EXHIBIT C  
INSURANCE REQUIREMENTS:

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

**NOTICE OF CLAIM.** The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING.** The City will only accept coverage from an insurance carrier who offers proof that it:

Is licensed to do business in the State of Missouri;  
Carries a Best's policyholder rating of "A" or better;  
Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Consultant.

**SUB-CONSULTANT'S INSURANCE.**

If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

**INDEMNIFICATION.** The Consultant shall indemnify and hold the City harmless from any and all damage, loss or liability of any kind whatsoever arising out of this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

**SELF-INSURED RETENTIONS/DEDUCTIBLES.** Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

**PROFESSIONAL LIABILITY.** Professional liability insurance protection must be carried by the consultant, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

**COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage  
Insured Contract's Contractual Liability  
Explosion, Collapse & Underground (if risk is present)  
Additional Insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY.** Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto

OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

**WORKERS' COMPENSATION.** This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS.**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury  
Independent Contractors  
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
Procurement and Contract Services Division  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

**EXHIBIT D****GENERAL CONDITIONS FOR SOLE SOURCE CONTRACTS AND OTHER CONTRACTS NOT PROCURED THROUGH THE RFP, RFQ, OR BID PROCESSES**

1. **SCOPE:** The provisions contained in this Exhibit C represent the final manifestation of intent and agreement between the City and the Seller with regard to the subject matter contained herein. It is the intent of the City and the Seller that the provisions contained in this Exhibit C take precedence over any other Contract provisions (particularly the other Exhibits attached to this Contract) which may be in conflict with, or inconsistent with, the provisions contained in this Exhibit C.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "City" means City of Lee's Summit, MO.
  - b. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - c. The term "seller" means the party awarded the contract referenced above.
  - d. The term "Unit cost" or "Unit price". Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
4. **TERMINATION:** Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **Termination For Convenience:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **Termination For Cause:** Termination by the City for cause, default or negligence on the part of the seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **Termination Due To Unavailability Of Funds In Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
5. **TAX EXEMPT:** The City is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
6. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
7. **RESPONDENT PROHIBITED:** The contract may not be assigned or transferred without the prior written approval of the City.
8. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify the seller for any liability whatsoever.
9. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
10. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any lawsuit arising from or relating to this contract shall only be filed in the Circuit Court of Jackson County, Missouri.
11. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
12. **ANTI-DISCRIMINATION CLAUSE:** The seller shall not in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
13. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
14. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.
15. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
16. **FUND ALLOCATION:** Continuance of this Contract or issuance of Purchase Orders there under, is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
17. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller.
18. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.