

TOWN OF NOLENSVILLE
P. O. BOX 547
Nolensville, Tennessee 37135

RESOLUTION #14-34

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROVIDING MAINTENANCE SUPPORT FOR THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM LOCATED IN TOWN HALL

WHEREAS, the Town of Nolensville constructed a Town Hall facility located at 7218 Nolensville Road; and,

WHEREAS, a heating, ventilation, and air conditioning system was installed during the construction of the facility; and,

WHEREAS, professional maintenance is essential in prolonging the life and increasing the efficiency of an HVAC system; and,

WHEREAS, after obtaining proposals and thorough investigation by staff it has been determined that Lee Company, Incorporated is a vendor capable of providing the level of service that is demanded by the Town of Nolensville; and

WHEREAS, this resolution shall grant the Mayor the authority to enter into an agreement to provide annual maintenance; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen as follows:

Section 1. The Board grants the Mayor the authority to enter into an agreement with Lee Company, Incorporated to provide HVAC maintenance and repair service for the units located at 7218 Nolensville Road.

Section 2. The annual payment for maintenance to the units shall be \$1,176.

Section 3. This agreement is attached and made part of this resolution.

RESOLVED this 6th day of November 2014.

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Passed: _____



Asset Protection Agreement

Planned Maintenance Proposal

NOLENSVILLE



TENNESSEE

Prepared for:

Brian Howell
Town of Nolensville City Hall
7218 Nolensville Rd.
Nolensville, TN 37135

Prepared by:

Tom Quarantello
Lee Company
Date: August 26, 2014



Asset Protection Agreement

PLANNED MAINTENANCE PROGRAM
Proposal Number: TQ14-056

Service Agreement Customer and Lee Company

This Agreement (herein "Agreement") is made and executed this _____ day of _____, 201____, by and between:

Lee Company, Inc. (Herein "Lee Company"), 331 Mallory Station Road, Franklin, TN, 37067

And

Town of Nolensville City Hall (herein "Customer"), 7218 Nolensville Pike Nolensville, TN 37135

The price stated in this Agreement is valid for thirty (30) days from the proposal date below.

Locations of Service Agreement

Service described in this Agreement shall be provided at the following locations:

Building Names:

Addresses:

Same _____

Payment of Service Agreement

This agreement shall begin on _____ and shall continue for _____ party provides a 30-day written notice of cancellation. For these services, annual sum of \$1,176.00 per year payable in accordance with the following this agreement. Provider will reduce the annual sum by 2% if Customer ch account.

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Annually
\$1,176.00

Semi-Annually
\$588.00

(Please check one)

Payment Options -The maximum number of invoice/payments in agreee agreement year. Should customer request and receive an invoice schedule it is understood that should customer cancel agreement before anniversary to that point and in the event labor, material and transportation provided ex prevailing labor, material and transportation rates, the amount owed for sei

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For services not covered under this agreement, that are performed by Lee Lee Company, upon presentation of itemized invoice(s), the prevailing labc

day

Lee Company typically will adjust the annual amount on the anniversary da (percentage of increase will be based on consumer price index). Customer addition to the amounts set forth above.

in

Sign here

Execution of Service Agreement

This Agreement constitutes the entire agreement, intending to be bound on the date and year stated above.

Company:
Lee Company, Inc.

Customer:
Town of Nolensville City Hall

Federal Tax ID #: _____

By: Tom Quarantello
Authorized Signature

By: _____
Authorized Signature

Tom Quarantello
Print Name

Print Name

Dated: 8/28/14

Dated: _____



Asset Protection Agreement

PLANNED MAINTENANCE PROGRAM

Proposal Number: TQ14-056

Special Provisions and Scope of Work:

1. Lee Company will supply a thorough planned maintenance strategy program designed and tasked specifically to the Customer's requirements.
2. Customer shall permit Lee Company timely access to areas and equipment, and allow Lee Company to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during Lee Company's normal working hours unless otherwise stipulated in this agreement.
3. Lee Company's policy regarding service technicians on our agreement customers is as follows. We will assign and familiarize 2 or 3 technicians to your account and in all situations use every means possible to dispatch one or more of these assigned technicians to your facility as required. Should the situation arise that the assigned technicians are not available; another qualified technician will be dispatched to handle your problem. The primary responsibility for our account will still remain with the assigned technicians and they will be informed as to what corrective action has been taken in their absence. After hours or weekend calls are normally performed by a technician "on call" during that time period.

LEE COMPANY WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE MECHANICAL SYSTEMS DETAILED ON THE EQUIPMENT COVERED PAGE THAT FOLLOWS THIS PAGE:

Planned Maintenance will include job labor and travel labor required to inspect, clean, align, calibrate, tighten, adjust and lubricate all applicable components during seasonal inspections as follows:

INSPECTING: *inSIGHT*: Digital sound readings of major components which allow for a more focused technical inspection identifying current or potential issues enabling Lee Company to make proactive recommendations on how to improve equipment operations and efficiency.

Technical Inspections: Performed in accordance with *inSIGHT* analysis and including the following detailed inspection points as they apply to the equipment:

motor winding resistance, fan speed, safety controls, combustion and draft, crankcase heaters, control systems, mountings, drive couplings and belts, coils, contactors, oil level, refrigerant charge and all other refrigeration and heating components applicable to seasonal inspections.

CLEANING: condenser coil, burner orifices, passages and nozzles, pilot and igniter, cooling tower baffles, basin, sump and float, chiller, condenser and boiler tubes, etc., applicable to items listed in equipment inventory.

ALIGNING: belt drives, drive couplings

CALIBRATING: safety controls, temperature and pressure controls, etc.

TIGHTENING: electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, dampers, etc.

ADJUSTING: belt tension, refrigerant charge, super heat, fan speed, burner fuel/air ratios, gas pressure, set points of safety controls, compressor cylinder unloaders, sump floats, etc.

LUBRICATING: motors, fan and damper bearings, valve stems, damper linkages, fan vane linkages, etc.

Exclusions:

1. *Cleaning evaporator coils as needed.*
2. *Belts will be replaced as needed.*

The above work referenced as "exclusions" and any other recommended repairs will be done automatically if the work can be completed within the pre-approved dollar limit noted in this agreement without additional approval.



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Equipment Covered:

* INDICATES AIR HANDLER

Qty.	Manufacturer	Equipment	Size	Model No.	Serial No.	Location	Visits
1	Trane	Condensing Unit	50 Ton	RAUJC50EBB13	C11B00568	Ground	2
	Filters:	Belts:					
1	Trane	Air Handler	50 Ton	CSAA0e35VAC00	K11C23308	Ground	2
	Filters:	Belts:					

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Asset Protection Agreement

PLANNED MAINTENANCE PROGRAM

Proposal Number: TQ14-056

Town of Nolensville City Hall

Scope of Maintenance

1– Trane Condensing Unit

- ***Semi-Annual Inspections***
- ***Annual Condenser Coil Cleaning***

1 – Trane Air Handler

- ***Cooling Operational Inspection***
- ***Heating Operational Inspection***
- ***Annual Belt Replacement***

****Customer will change own air filters****

ADDITIONAL BENEFITS

- **10%** per hour discounted labor rate on service call and repair labor.
- **MVP (Most Valuable Patron)** Priority Emergency Response – Lee Company will respond to your request for emergency service before providing service to any customer who does not have a maintenance agreement with us.
- Immediate onsite electronically transmitted service report of work performed and needed or recommended repairs which are generated by technicians using hand held tablets.
- **PASS** – Pre-Approved Service Status – \$500.00 pre-approved authorization per visit to complete any service repairs found while performing maintenance. Pass insures quick repair and no additional customer administrative involvement and expense. If labor and/or materials are expected to exceed \$500.00, Lee Company shall receive approval from customer before proceeding. **PASS Approval** _____
- **inSIGHT** – Exclusive to Lee Company, inSIGHT is a digital sound technology used to assist in early detection of mechanical problems on critical equipment.
- **GPS** – All vehicles are equipped with GPS devices which can be programmed to inform you of when a tech has arrived or left your facility in real time. Customer must request service to program service.



Asset Protection Agreement

PLANNED MAINTENANCE PROGRAM

Proposal Number: TQ14-056

Terms & Conditions

All scheduled service shall be performed during normal working hours unless otherwise stipulated in this agreement. All services shall be performed with qualified personnel supervised by Lee Company. Customer shall permit Lee Company timely access to areas and equipment and allow Lee Company to start and stop the equipment as necessary to perform required services.

In case of any failure to perform its obligations under this agreement, Lee Company's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This remedy is conditioned upon the Customer's proper operation of maintained equipment and Customer's selection of the proper service investment. This remedy shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the term of this agreement. No sales literature, contained outside this Agreement, shall be considered a part of this Agreement.

Customer will promptly pay invoices within thirty (30) working days of receipt. Should a payment become sixty (60) days or more delinquent, Lee Company, at their option, may stop work under this Agreement without notice and/or terminate this Agreement. Furthermore, Lee Company may calculate, based on prevailing labor, material and transportation rates, the amount owed for services not paid for and receive immediate payment from Customer. In the event Lee Company must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all reasonable court costs, collection costs, and attorney's fees incurred by Lee Company. Williamson County, Tennessee, shall be the forum for all litigation. Should any part of this agreement be found to be unenforceable, the remainder of Agreement shall remain in force.

Any alteration to, or deviation from, this agreement involving extra work, will result in additional charges for materials and labor used. The exact charge will be based on prevailing labor, material and other fees.

Lee Company will not be required to move, replace or alter any part of the building or support structure in the performance of this Agreement.

This Agreement does not include responsibility to provide services or cover costs associated with the design of the system, safety tests, removal and reinstallation of valves and dampers, repair or replacement necessitated by freezing weather, electrical power failure, naturally or artificially induced electrical currents, low voltage, burned-out of main or branch fuses, low water pressure, vandalism, misuse, or abuse, negligence of the equipment by Customer or others, non-maintainable due to obsolescence and/or non-availability of replacement parts, failure of Customer to properly operate equipment, governmental regulations, insurance regulations, or other causes beyond control of Lee Company.

If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Lee Company may charge Customer a charge based on prevailing labor, material and transportation fees.

Customer shall permit only Lee Company's personnel or agent to perform work included in the scope of this Agreement. Should unauthorized persons perform such work, Lee Company's may, at its option, terminate this Agreement or eliminate the involved item of equipment from inclusion within this Agreement.

Lee Company shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delays of carriers, strikes, including those by Lee Company's employees, lockouts, civil or military authority, governmental regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

Customer shall make available to Lee Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Lee Company's obligation under this proposal and any subsequent agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such substances are encountered, Lee Company's sole obligation will be to notify the building owner or owner representative of the possible existence of such products and materials. Lee Company shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the agreement price equitably adjusted.

Adherence to The Clean Air Act of July 1, 1992, section 608 and future sections pertaining to Class I and Class II substances as well as contaminated oils and/or lubricants and containment and disposal as well as any additional costs will be at additional charge and be subject to Lee Company's prevailing rates for these services. Lee Company will supply documentation pertaining to handling, containment and/or disposal to customer as requested but assumes no liability.

To the fullest extent permitted by law, Customer shall indemnify and hold harmless Lee Company, its agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by negligence of the Lee Company. Under no circumstances, whether arising in agreement, tort, (including negligence) equity or otherwise, will Lee Company be responsible for loss or use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.