

AGREEMENT FOR HVAC REPAIR SERVICES

This Agreement for HVAC Repair Services ("Agreement"), made by and between **Shelby County Board of Education**, the governing body of Shelby County Schools, a public school district having an office at 160 S. Hollywood Street, Memphis, Tennessee 38112 (hereinafter "SCS") and **Integrity Mechanical Solutions, LLC**, having its principal place of business at 6694 Fletcher Creek Cove, Memphis, TN 38133 (hereinafter "Contractor") is executed pursuant to the terms and conditions set forth herein.

RECITALS

1. SCS is desirous of hiring a Tennessee licensed contractors for normal and on-call major and minor mechanical services to furnish all labor, supervision, materials, and any incidentals necessary to repair and/or replace HVAC equipment, including Heating, Ventilation and Air-Conditioning (HVAC) repair maintenance and associated services in accordance with manufacturer practices and procedures as needed at various district locations (the "Services").

2. SCS desires to retain Contractor, on a non-exclusive basis, to make available specialists to provide the Services described in accordance with this Agreement.

3. Contractor represents that it is an organization which procures highly trained specialists and is fully qualified to provide such Services and is willing and able to perform the Services in accordance with the terms and conditions of this Agreement.

DEFINITIONS

"Contractor Employee" shall mean one or more specialists provided by Contractor to perform the Services, whether said specialist is an employee, agent, contractor or subcontract of Contractor.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, SCS and Contractor (the "Parties") agree as follows:

Duties of Contractor. Contractor's Employees shall supply the Services more specifically described in Exhibit A, attached hereto and incorporated herein by reference. The Services shall be performed in accordance with the service level requirements set forth in Exhibit B.

Compensation. In consideration of Contractor's complete performance of the Services, SCS agrees to pay Contractor in accordance with the fees set forth in Exhibit C, attached hereto and fully incorporated herein, up to a maximum amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year.

Travel and Reimbursable Expenses. Unless specified in Exhibit C, Contractor shall not be entitled to any additional expenses or compensation for travel, travel time, transportation, lodging or food related to the Services provided under this Agreement. The compensation itemized in Exhibit B encompasses the full and complete compensation for all obligations undertaken in this Agreement.

Invoices and Payments. Contractor will submit invoices to SCS monthly for Services performed, in accordance with the invoice requirements set out in Exhibit C. SCS will pay invoices within thirty (30) days following receipt of an accurate invoice with adequate supporting documentation.

SCS reserves the right to offset any amounts due by SCS against any amounts that may become due from Contractor to SCS. SCS may audit, upon reasonable prior written notice, and at its expense, Contractor's records, which substantiate invoicing for Services.

Taxes. SCS is a tax-exempt organization and shall not be responsible for any taxes applicable to the Services. Contractor shall not include any taxes applicable to Contractor's charges to SCS. SCS will provide to Contractor, upon request, a tax exempt certificate confirming its tax exempt status.

Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

Licensing and Certification. The parties agree that Contractor and Contractor Employees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing the Services to be provided by Contractor pursuant to this Agreement. The Contractor shall furnish proof of such documentation to SCS of each employee prior to that employee providing services under this Agreement.

Representations and Warranties. Contractor represents, warrants and agrees that Contractor and Contractor Employees (a) it will perform the Services in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Services to be performed shall be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances. Additionally, Contractor warrants and agrees that the Services will be accurate and free from any material defects for a period of one year, except that parts shall be free from material defects for the term of the parts manufacturers' warranties. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by SCS nor will Contractor be released from any liability by reason of any approval by SCS, it being agreed that SCS at all times is relying upon Contractor's skill and knowledge in performing the Services. Contractor agrees that it will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then SCS may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that SCS may have at law or in equity.

Parts Warranty. The Contractor will extend to SCS any warranty the Contractor has received from the manufacturer of the parts or components supplied as part of the Services. The Contractor will coordinate with the parts manufacturers the repair, rebuild or replacement of any defective parts used in the Services during the warranty period.

Contract Documents. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement;
- b. SCS's Request for Proposal #083117 ("RFP") issued by Procurement Services on August 31, 2017;
- c. The RFP Response of the Contractor and accompanying documents and certifications;

- d. The specific additional requirements delineated in the RFP, including, but not limited to: Certificate(s) of Insurance, references, and State License(s) submitted by the Contractor in connection with this RFP.

This Agreement, together with the other documents enumerated in this Section, constitute the entire Agreement between the SCS and the Contractor.

Priority of Documents. In the event of inconsistency between the terms of this Agreement, SCS' RFP, and/or the RFP Response of the Contractor, the following priority shall apply: (1) this Agreement, (2) SCS' RFP; and (3) Contractor's RFP Response.

Term. The term of this Agreement shall commence upon the execution of this Agreement and shall terminate on December 31, 2018. SCS reserves the right to exercise an option to renew the terms and conditions of this Agreement four (4) additional terms of one (1) year each by issuing a new purchase order for the renewal term.

Termination for Convenience. It is understood that SCS shall have the right to terminate this Agreement or wholly or partially with or without cause, at any time upon thirty (30) days prior written notice to Contractor. SCS shall only be obligated to pay for Services performed prior to the date of termination.

Termination for Cause. SCS may immediately terminate this Agreement for cause if it determines that any of the following circumstances have occurred: (a) The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors; (b) All or a part of the Services have been abandoned; (c) Contractor has violated any of the provisions of this Agreement. Any such occurrence may constitute a breach permitting SCS to declare this Agreement in default and to exercise any and all applicable rights and remedies, including but not limited to, termination of the Agreement, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on any contract between the parties.

General Indemnity. It is expressly agreed that SCS will not assume liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of the above named Contractor. Further, to the extent permitted by law, Contractor will defend, indemnify and hold SCS harmless from any and all demands, claims, suits, actions and legal proceedings brought against the SCS, its board members, officers, employees or agents arising out of alleged acts or omissions by Contractor in the course of performing Services to SCS pursuant to this Agreement. The foregoing provisions shall include, but not be limited to, any judgments, awards, settlements, reasonable attorney fees, and costs and expenses incurred by SCS in connection with the defense of any actual or threatened action, proceeding or claim.

Patent Indemnification. Contractor warrants that any goods or Services furnished hereunder do not infringe or violate any United State or Canadian patent, trademark, copyright, trade secret or other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless SCS, its officials, employees, agents from and against all liability, suits, claims, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim of infringement. This indemnification shall survive the expiration or termination of this Agreement.

Independent Contractor. Contractor and Contractor Employees shall be independent contractors and shall not be deemed to be an employee or agent of SCS for any purpose. Contractor shall be responsible for all taxes and related payments and liabilities under State and Federal laws with respect to any compensation received. SCS shall not withhold any taxes from Contractor's fees.

Replacement of Contractor Employees. It is understood that from time to time, it may become necessary for Contractor to replace a Contractor Employee. SCS agrees to allow such removal and replacements if, upon prior consultation, Contractor and SCS mutually agree that it is in the best interest of the Contractor and SCS. It is further understood that SCS reserves the right to approve any replacement Contractor Employee, which approval shall not be unreasonably withheld. All replacement Contractor Employees are subject to the Background Check Section of this Agreement and, if and when replacement is made, Contractor must submit to SCS proof of compliance with that Section. Contractor agrees that SCS may, at any time, with or without cause, request Contractor to immediately remove any Contractor Employee from the performance of Services under this Agreement, and Contractor shall remove such Contractor Employee, and if requested by SCS, assign a replacement Contractor Employee as soon as reasonably possible, but in all circumstances, in no more than five (5) days. An election by SCS of any of its rights under this section shall not affect Contractor's responsibilities, liabilities or warranties under this Agreement.

Hiring. SCS shall not be prohibited from engaging, on a full, part time or any other basis during the term of this Agreement, any Contractor Employees who are or have been, at any time during the term of this Agreement, providing Services to SCS.

Insurance. The Contractor shall secure and keep in force during the term of this Agreement the following:

- a. Commercial General Liability (Contractual, Products Liability and Completed Operations coverages included) - \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.
- b. Errors and Omissions Liability coverage with a combined single limit of no less than \$1,000,000.00;
- c. Business Automobile Liability Insurance for owned, non-owned or hired automobiles, with a combined single limit of no less than \$1,000,000.00 per accident;
- d. Employer Liability Insurance - \$500,000 each accident/ \$500,000 injury by disease aggregate.
- e. Workmen's Compensatory – Statutory requirements.

All liability insurance policies maintained by the Contractor pursuant to this Agreement shall be endorsed to name Shelby County Board of Education as "Additional Insured". The Contractor shall furnish to SCS certificates of insurance reflecting policies in force before commencing the Services under this Agreement.

Records and Audits. The Contractor shall make and keep as the same and accrue full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. The Contractor shall

retain such records, and shall make same available to SCS, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to SCS upon request. Upon reasonable notice, the Contractor shall permit SCS, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Contractor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

Subject to Funding. This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, SCS reserves the right to terminate this Agreement upon written notice to the Contractor. Said termination shall not be deemed a breach of this Agreement by SCS. Upon receipt of written notice, the Contractor shall cease all work associated with this Agreement. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from SCS any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee and a suit to enforce this agreement, if any, must be brought in an appropriate court of jurisdiction of Shelby County, Tennessee.

Notice. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

Notice to SCS shall be sent to the following:

Contract Sponsor:

Leonard Myers, Executive Director, Facilities Management
Shelby County Board of Education
1364 Farmville Road
Memphis, TN 38122

Copy to:

Office of the General Counsel
Shelby County Board of Education
160 S. Hollywood Street, Room C-218
Memphis, TN 38112

Notice to Contractor shall be sent to the following:

Integrity Mechanical Solutions, LLC
Attn: Chris Trimble
6694 Fletcher Creek Cove
Memphis, TN 38133

Non-Discrimination. The Contractor agrees, warrants and assures, to the extent applicable, compliance with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Contractor shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, to the extent applicable, the Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran.

Background Checks. Contractor hereby agrees that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The Contractor hereby certifies that it has, and will, at all times during the performance of the Services, comply with the provisions of this statute and will provide to SCS, upon request, proof of its compliance with this provision. A default by the Contractor of the provisions of this Section shall automatically be grounds for termination of this Agreement.

Confidentiality. It is understood that as a part of this Agreement, SCS may disclose to Contractor and Contractor's employees various confidential and proprietary information relating to SCS's business, facilities and plans, student information and records, employee data, as well as information relating to third parties with whom SCS may do business or procure products, and that the data, findings and conclusions will be valuable confidential information belonging to SCS. Accordingly, Contractor agrees that all persons employed by Contractor and its subcontractors will keep in strictest confidence all such information relating to SCS or third parties and all such information relating to Services, and to cause any of Contractor's employees, agents or subcontractors to be bound by the same obligation of confidentiality to which the Contractor is bound. Contractor shall not communicate SCS's information in any form to any third party without SCS's prior written consent. Upon termination of this Agreement, Contractor and its employees and agents: (i) will continue to hold all such information in strictest confidence; and (ii) will promptly return to SCS any and all confidential information and documents belonging to SCS that SCS requests to be returned (including any copies, extracts, summaries and/or statements of such confidential information which may have been made).

Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage,

brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, SCS shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

Conflict of Interest. Contractor shall disclose in writing any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to SCS in the performance of this Agreement if not offered in the name of Contractor. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by SCS to Contractor pursuant to this Agreement.

Public Records. Notwithstanding anything to the contrary contained herein or within any other document supplied to SCS by Contractor, Contractor understands and acknowledges that SCS is a governmental entity subject to the State of Tennessee Public Records Act. Any reports, data or other information supplied to SCS regarding Services hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

Attorneys' Fees. If SCS employs attorneys to enforce any of the provisions hereof, Contractor agrees to pay SCS all reasonable costs, charges, and expenses, including attorneys' fees and costs, expended or incurred in connection therewith, as long as Contractor is the party against whom any final judgment is entered.

Assignment. The Contractor may not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of SCS.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Integrity Mechanical Solutions, LLC

Shelby County Board of Education

By: _____

Name:

Title:

Date: _____

By: _____

Name: Dorsey E. Hopson, II

Title: Superintendent

Date: _____

By: _____

Name: Shante K. Avant, Board Chairperson

Date: _____

Approved as to legal form:

Associate General Counsel

Exhibit A

Scope of Services

1.1 Contractor shall furnish all labor, supervision, materials, and any incidentals necessary to repair and/or replace HVAC equipment including Heating, Ventilation and Air-Conditioning (HVAC) repair maintenance and associated services in accordance with manufacturer practices and procedures as needed at various district locations. Work shall, at all times, be performed in accordance with all applicable federal, state, county and local codes and regulations and according to the best trade practices of the industry.

1.2 Work to be accomplished under this Agreement includes testing, diagnostics, general maintenance, repair and replacement of all HVAC equipment and components. In the event work requires consultation with unit or control manufacturer, it is the responsibility of the Contractor to secure manufacturer services.

1.3 Work will include major and minor repairs and retrofitting of specific parts, equipment or devices. It includes, but is not limited to, the following equipment:

- ☐ Chillers (water and air cooled)
- ☐ Cooling towers
- ☐ Packaged Roof Top Units (RTU)
- ☐ Pumps
- ☐ Boilers (natural gas, propane and oil)
- ☐ Variable Air Volume (VAV) boxes
- ☐ Expansion tanks
- ☐ Variable Frequency Drives (VFD)
- ☐ Pneumatic control systems
- ☐ Direct Digital Control (DDC) systems
- ☐ Heat exchangers
- ☐ Air compressors
- ☐ Split Systems (heat pumps and air conditioning)
- ☐ Room Ventilators (HVAC and air conditioning)
- ☐ Steam Systems
- ☐ Perform Eddy-Current-Test on chiller packages
- ☐ Any HVAC associated piping
- ☐ Any HVAC associated sheet metal and structural steel
- ☐ Any HVAC associated insulation

1.4 The Contractor shall meet the high expectation and demand for appropriate thermal comfort conditioning for all SCS facilities without interruption of the educational process. The Contractor shall use repair parts, materials and supplies that meet or exceed SCS specifications and approval.

The Contractor will be required to perform the following at all SCS facilities, on request:

- Repair/replace of condenser pumps, system pumps, primary loop pumps, dual water pumps associated with heating and cooling.
- Repair/replace cooling towers fans, bearings, shafts, sheaves, motors, cooling tower water level controls and any valves.

- Repair/replace the following items, but not limited to, triple duty valves, heat exchangers, variable frequency drives, water source heat pumps, fan coil units, heaters, rooftop units, package units, boilers, chillers, split systems and unit ventilators (hydronic and self-contained).
- Provide pipe fitting, welding, insulating, pump alignment, chiller and boiler installations turnkey.
- Provide repairs or replacement sfor, but not limited to, atmospheric, fin-tube, steam, forced draft, water tube, fire-tube and condensing boilers.
- Possess and utilize a flue gas analyzer as needed on all boilers regardless equipment manufacturer.
- Provide repairs to centrifugal, reciprocating and screws chillers (water and air-cooled).
- Own and use low pressure recovery equipment and tanks required for repair on chillers, regardless of equipment manufacture.
- Replace any device, unit, chiller, boiler or associated HVAC component determined unrepairable.
- Provide services to all mechanical equipment and associated HVAC components that meet or exceed manufacture standards/requirements.
- Provide repair services **as-needed basis** determined and requested by SCS representative.
- Provide initial diagnoses of any SCS HVAC equipment repair/replacement necessities, and estimate associated costs.
- Repair HVAC fans, coils, bearings, shafts, sheaves, motors and valves sized less than 2 1/2".
- Repair the following items, but not limited to, water source heat pumps, fan coil units, heaters, roof top units, package units, air-handling units, split systems, variable-air-volume units and unit ventilators (hydronic and self-contained).
- Clean any coils and strainers associated with HVAC as directed by authorized SCS representative or service requestor.
- Provide a one-year warranty on all services and parts provided.
- Install any new HVAC equipment, included but not limited to boilers, chillers, roof top units, packaged units, heaters, split systems and unit ventilators (hydronic and self-contained).
- Employ and designate a minimum of (5) five full-time service technicians for major repairs to this Contract with the following qualifications: (1) factory (McQuay, Carrier, Trane or York) trained on centrifugal and screw chillers with minimum (10) years-experience as a full-time HVAC mechanical service representative; (2) Possess factory (McQuay, Carrier, Trane or York) overhaul certification on centrifugal chillers (chiller certified); and (3) Be an experienced HVAC Contractor capable of rebuilding hot and chilled water pumps onsite. Contractor shall have working personnel on-site within one (1) hour of the call-out.
- Employ and designate a minimum of three (3) full-time service technicians for minor repairs to this Contract with the following qualifications: (1) EPA universal certification and five (5) years-experience as a full-time HVAC mechanical service representative.; (2) Possess HVAC certification through apprenticeship or accredited trade school; (3) Be an experienced HVAC service provider in replacing compressors, motors, coils and hydronic valves on the following, but not limited to, McQuay, Carrier, Trane and York equipment.
- Ensure that all boiler work will be performed by technicians with a minimum of (10) years-experience in boiler repair.
- Have 24/7 on-call service availability for emergency calls or other types of outages within 30 minutes returned phone call response time. There shall be a minimum of five full-time employees able to respond to any Shelby County School emergency request. The Contractor shall have a working certified chiller technician shall be on-site within one hour of the call-out.

1.5 General Requirements. The Contractor shall be responsible for adhering to the general requirement below, but are not limited to:

School business hours are 6:00 a.m., to 3:30 p.m. unless otherwise indicated by an authorized SCS' representative. During the school year, school buildings need to be prepared for occupancy by 6:00 a.m., at no addition cost and as required by Facilities.

The Contractor shall maintain a single point of contact on a 24 hour/holiday/weekend all year basis. Single point of contact will serve as a single point of accountability for all HVAC services; manages the interaction between the Contractor and their technicians and SCBE.

All technicians for the Contractor shall wear identification in the form of a name tag and clothing with the company name patch.

All chiller technicians, for the Contractor, shall reside within a 50-mile radius of SCBE main office.

No work shall be performed in the area where children are present or may return later unless approved by an authorized SCS representative.

All areas of work shall be left in a clean condition and all debris shall be removed daily and upon completion of service.

Contractor's vehicles shall be clearly marked with Company's name.

Remove all salvage equipment and returned any or all to the owner if requested. Provide appropriate containers, reclaim all refrigeration, deliver to SCS Facilities and dispose of old equipment using SCS asset management procedures. Coordinate disposal with SCS project manager to insure salvage value is returned to SCS.

If new equipment or parts installed by the Contractor fails and is under warranty, the Contractor will be responsible for replacement and contacting the equipment company for warranty repair. SCBE will not be responsible for any additional cost to repair new equipment or parts that are under warranty.

If follow-up work is required to correct resent work, including improper repairs, installation, or substandard parts, the cost of said work is the sole responsibility of the Contractor and no cost to SCBE.

If a job can't be completed during regular business hours, the Contractor will be allowed to finish the next day, or complete the job on overtime with approval of an authorized maintenance representative.

Overtime rates shall not exceed 1 1/2 times the normal rate or what is allowed by federal guidelines.

Any shut down of services or utilities shall be approved first by an authorized maintenance representative.

The Contractor shall obtain if required all building permits or clearance for work requiring such, prior to the start of work.

Prior to beginning work Contractor shall provide copies of all necessary permits.

Safety is the sole responsibility of the Contractor. Any building maintenance performed by the Contractor shall meet, at a minimum, OSHA work place safety requirements, as well as all local, state and federal requirements.

The Servicer Provider shall be able to respond to a service call within one hour of notice to proceed.

The Contractor will be held accountable for school property committed to its care and may be required to replace any such property which may be damaged, destroyed, lost or stolen due to Contractor negligence.

The Contractor shall provide twenty (20) hours of onsite training annually during scheduled repairs. Training shall be SCBE approved, include hands on, coaching and documentation for up to eight (8) SCBE staff members. Training hours shall be documented on applicable invoice.

The Contractor shall not subcontract any part of the agreement with another contractor.

1.6 Work Involving Asbestos Containing Material. All repairs that involve or have the potential to disturb asbestos containing material shall be reported to the Facilities and Maintenance office representative or his designee immediately in writing. The abatement of asbestos is solely the responsibility of the SCS at no cost to the Contractor.

Exhibit B

Service Level Requirements

All Services will be evaluated for reliability based on performance (i.e. repeat calls to address same issue), response time, and preventative maintenance based on the manufacturer's specifications and documented historical evidences.

Service Types. Contractor will receive the following types of service calls for the schools and offices:

- Emergency Repairs- Immediate response to potential schools/offices shut-down situation
- Corrective – Repair & replacement of school/offices components
- Preventative – Routine task to keep school/office systems functioning properly
- Code Compliance- Testing, repair, and replacement of comply with regulations
- Bond Support-Provide consulting troubleshooting, support, and repair for Bond projects
- Minor Improvement- small building and site enhancement projects

Service Level Response/Resolution Priorities

Response Level	Scenario	Response
Priority 1 – Critical	System failure or safety hazard that effects a portion of the building with a potential of shutting down an instructional setting	Immediate response, work until resolution completed. Certified technician on-site within one hour of call
Priority 2 – Urgent	System failure that significantly effects the learning/working environment in a classroom or small portion of the building or a serious safety hazard	Same day response, resolution dependent upon conditions. Certified technician on-site within 2 hours of call
Priority 3 – Normal	Failure that create minor issues for the building or learning /working environment.	Respond within 48 hours
Priority 4 - Low	Miscellaneous building requests that enhance or upgrade existing buildings or space	Response and resolution variable based on available resources

Reporting & Notification Requirements. Contractor shall provide monthly reports of all repairs and replacements to SCS's designated representative. Contractor shall also provide a signed and dated summary report with the facility's building engineer documenting the Services performed. A copy of summary report must be attached to the invoices.

Exhibit C

Compensation

Contractor agrees to provide all labor, supervision, materials and incidental necessary to provide the Services, in strict accordance with the following pricing schedule:

Major Mechanical Installation, Emergency, and Support Services

Labor	Regular Hours (6:00 am – 3:30 pm)	Overtime/Weekend Hours	Holiday Hours
Lead Technician	\$95.00	\$142.50	\$142.50
Journeyman or higher	\$95.00	\$142.50	\$142.50
Electronics Tech	\$95.00	\$142.50	\$142.50
Mileage/Travel Charge	\$NA		
Material Markup Charge	Cost + 20%		

Minor Mechanical Installation, Emergency, and Support Services

Labor	Regular Hours (6:00 am – 3:30 pm)	Overtime/Weekend Hours	Holiday Hours
Lead Technician	\$95.00	\$142.50	\$142.50
Journeyman or higher	\$95.00	\$142.50	\$142.50
Electronics Tech	\$95.00	\$142.50	\$142.50
Mileage/Travel Charge	\$NA		
Material Markup Charge	Cost + 20%		

Invoicing

Hours shall be calculated daily from time the Contractor's personnel arrive at an SCS location.

SCS shall dispatch Contractor for an initial diagnoses and cost appraisal of any single SCS HVAC equipment repair/replacement. Contractor may bill SCS up to a maximum charge of two (2) labor hours for the service call. Upon Contractor's approval to perform the Services, SCS will issue Contractor a Purchase Order and a notice to proceed within two (2) working days.

The total repair/replacement price shall include the initial diagnoses cost if the cost of repair/replacement exceeds two (2) labor hours.

Travel time to and from the location will not be compensated.

Only one trip charge may be billed for multiple work orders performed by the same technician on the same day at the same site.

Parts must be itemized and billed at actual cost plus the pre-determined mark-up.

Prior to receiving an SCS Purchase Order for a major repair, preapproval of cost associated with all factory start-up cost, Test and Balance, permits, water treatments and MLGW services shall be itemized in total cost proposal.

The Contractor shall be required to keep legible and detailed documentation on all Services performed under this Agreement. All invoices shall be received within seven (7) calendar days after Services have been performed. Invoicing shall include the following in the order set out below:

- Purchase Order Number
- Work Order Number
- Name of the SCC Representative requesting the service call
- Date of Service
- Time in, time out
- Building serviced
- Specific area and equipment being serviced (location of equipment, serial number, make and model)
- Detailed diagnosis of the problem and repair
- Description of the Services performed
- Number of service hours
- Hourly rate per pricing form
- Cost of materials and equipment used (itemized list)
- Name of technician
- Signature of SCS representative
- Warranty of any new material / equipment installed
- Total cost