

Customized Professional Maintenance II

PROPOSAL FOR:

Waskom I.S.D.

Box 748

Waskom, TX 75692

Registered Proposal Number:

093

Submitted:

June 07, 2011



Payne Mechanical Services

7223 West Bert Kouns

Shreveport, LA 71129

(318)671-0015

shairgrove@thepayneco.com

www.payneservices.net



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Statement of Confidentiality

This proposal contains proprietary and confidential information. Waskom I.S.D. agrees not to use or disclose any information contained herein except in the context of its business dealings with Payne Mechanical Services. Waskom I.S.D. agrees to inform present and future employees who view or have access to this proposal content of its confidential nature.

Waskom I.S.D. agrees to instruct each employee not to disclose any information concerning this proposal to others and also agrees not to distribute or permit others to duplicate or distribute any material contained herein without the express written consent of Payne Mechanical Services.

Payne Mechanical Services retains all title, ownership and rights to the material contained herein. By acceptance of this proposal Waskom I.S.D. agrees to be bound by this statement of confidentiality.

This proposal is valid for 30 days from the date submitted.

Received By: _____

Date Received: _____

Registered Proposal Number: 093

Company Background

History

In 1956 R.B. (Bob) Payne and son R.W. (Bill) Payne formed Payne Plumbing and Sanitation Company, to install septic tanks and do rural plumbing. Utilizing the basic business principle of providing quality service at a reasonable price, and always remembering that customer satisfaction is our most important goal, business rapidly grew. In 1960, Bill Payne became a licensed Master Plumber in the city of Shreveport and the plumbing department was expanded to include large residential and small commercial projects. In 1968 the National Association of Plumbing Contractors named Bill Contractor of the year, 1970 brought the addition of heating and air conditioning to the services provided. James (Jim) Payne, son of Bob and brother of Bill joined the firm upon graduation from LSU in 1971, and the commercial department was expanded to include mechanical work on schools, hotels, apartments, hospitals and multi-family buildings.

Bob Payne died in 1977 and leadership passed to Bill and Jim, who saw the company increase business at a steady pace and in 1984 the name was changed to The Payne Company, to reflect the many services now provided. It was not simply a plumbing company any more, but a company doing plumbing, heating, air conditioning, water and sewer main installation, sheet metal and process piping.

Today, three of Jim's sons are active in the firm, Ken Payne in the mechanical contracting division, Keith Payne in the mechanical service division and Kyle Payne in the industrial division, the tradition of family involvement in every aspect from design to service.

Mission Statement

Quality Service, Payne and Simple.

Company Background

Services Provided

- Full line mechanical contractor providing heating,
- air conditioning, plumbing and building control
- sales and service.

LINC SERVICE® CONTRACTOR

CODE of ETHICS

Our Commitment to Our Customers:

- *We will always listen and understand needs and concerns;*
- *We will always openly communicate;*
- *We will always build long-term partnerships based on mutual trust and respect;*
- *We will always deliver what we've promised, when we've promised;*
- *We will always engage in fair, competitive pricing policies for all agreement coverages;*
- *We will always provide accurate invoicing;*
- *We will always remember that the customer is our lifeblood.*

Our Commitment to Quality of Service:

- *We will always practice excellence in all performed construction, service and maintenance work;*
- *We will always conform with the business ethics of the Linc System®;*
- *We will always retain comprehensive service records and inform customers of work performed;*
- *We will always respond to service requests in the most expedient manner possible;*
- *We will always stand behind our work.*

Our Commitment to Our Local Community:

- *We will always pledge our ongoing efforts to make our community a better place to gather, live and work.*

Our Commitment to Our Environment:

- *We will always respect our environment and dedicate efforts to preserve our natural resources;*
- *We will always engage in prudent energy usage and conservation practices.*

Our Commitment to Our Employees:

- *We will always motivate employees through ongoing training, skills improvement and career opportunities;*
- *We will always engage in sound, fair and dynamic management practices;*
- *We will always employ high-promise professionals committed to the Linc Service® Code of Ethics.*

Equipment Covered Under This Proposal

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
200	AC Systems					
10	Heating Units					
10	Refrigeration Units					

Equipment Covered Under This Proposal

Air Filters

Unit	Qty	Size	Type	Changes/Yr
AC Systems	200			



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

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BY AND BETWEEN:

Payne Mechanical Services
7223 West Bert Kouns
Shreveport, LA 71129

AND

Waskom I.S.D.
Box 748
Waskom, TX 75692

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM: **Customized Professional Maintenance II**
and associated Terms and Conditions

AGREEMENT coverage will commence on July 1, 2011 (date). The AGREEMENT price is \$34,000.00 per year, payable \$2,833.33 per Month in advance beginning on the effective date of July 1, 2011.

This AGREEMENT price will be \$2,833.33 per Month from July 1, 2011 (date) through June 30, 2012 (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be _____ per _____. It is understood that the warranty expires on _____ (date).

- SCHEDULES INCLUDED:**
- 1-Inventory Of Equipment
 - 2-Air Filter Service

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

CONTRACTOR

CUSTOMER

Signature (Sales Representative)

Sarah Hairgrove

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

Name & Title

Title

Date

Date

CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

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Our Customized Professional Maintenance II (CPM-II) is designed to provide the Customer with an ongoing maintenance program. The CPM-II program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:
-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
-INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
-CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
-ALIGNING belt drives; drive couplings; air fins, etc.
-CALIBRATING safety controls; temperature and pressure controls, etc.
-TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
-ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
-LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
-PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.



CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and 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.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' 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 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 the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes 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 contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.



Inventory Of Equipment

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Qty	Description	Manufacturer	Model	Serial #	Rating	Location
200	AC Systems					
10	Heating Units					
10	Refrigeration Units					



Air Filter Service

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CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
AC Systems	200			

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

Confidential and Proprietary. No Unauthorized Reproduction or Use.

Schedule 5

Special Services/Provisions

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Our professional preventive maintenance program includes monthly filter changes and semi-annual checks on equipment with annual condenser coil cleaning.

Service labor rates:

HVAC	\$70.00 per hour during normal business hours
Helper	\$30.00 per hour during normal business hours

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.