

Dallas – TACLA00011151C  
6029 W Campus Circle Drive  
Irving, TX 75063  
972-570-4700

San Antonio – TACLA044019C  
1211 Anon Parkway  
San Antonio, TX 78216  
210-499-0004



Fort Worth – TACLA00011151C  
2951 Northern Cross Blvd , Suite 100  
Fort Worth, TX 76137  
817-838-7400

Austin – TACLA044019C  
3913 Todd Lane, Suite 308  
Austin, TX 78744  
512-462-4777

Texas AirSystems  
6029 W Campus Circle Drive, Suite 100  
Irving, TX, 75063  
Phone (972) 570-4700, Fax (972) 570-4207

## **SERVICE AGREEMENT**

### **SAMMY BROWN LIBRARY SCHEDULED MAINTENANCE 2015**

**Prepared For:** Sammy Brown Library  
319 S. Market Street  
P O. Box 328  
Carthage, TX 75633

Attention. Debbie Godwin

Sammy Brown Library  
319 S. Market Street  
Carthage, TX 75633

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*HVAC Services, Cooling Tower Repairs and Refurbishments, Water Treatment, Filter Sales & Installation, Parts, and Rental Equipment*



AGREEMENT NO. JJ2443

**SERVICE AGREEMENT**

**PROJECT AND LOCATION:** Sammy Brown Library  
319 S. Market Street  
Carthage, TX 75633

**Texas AirSystems**, herein referred to as Texas AirSystems, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules." This AGREEMENT shall become effective only upon acceptance by CUSTOMER and approved by Texas AirSystems.

**EQUIPMENT TO BE SERVICED:**

Manufacturer	EquipmentType	UnitModelNo
LG	Ductless Split System	ARUN121BT5
LG	Ductless Split System	ARUN072B3
LG	Ductless Split System	ARUN012
AAON	RTU	RN-015-8-0-FA09-2F2
AAON	RTU	RN-015-8-0-FA09-2F2

AGREEMENT NO. JJ2443

PRICING AND ACCEPTANCE

Texas AirSystems Service Agreement

Texas AirSystems agrees to inspect, maintain and repair the equipment listed under the "Equipment Coverage" section hereof (the "Equipment") according to the terms of this Service Agreement, including the "Terms and Conditions and "Scope of Services" sections hereof. Texas AirSystems agrees to give preferential service to Customer over non-contract customers.

Service Fee

Customer agrees to pay \$5,068.12 over the 1 year(s) of this Agreement, payable in the amount of \$1,267.03 quarterly, not including tax, to Texas AirSystems as the fee (the "Service Fee") for the inspection, maintenance and repair services described in the Scope of Services section hereof with respect to the Equipment. The Service Fee is subject to adjustment as provided in the Terms and Conditions.

Term

The initial term of this Service Agreement shall be 1 year(s), effective November 1, 2015, provided that Texas AirSystems will have no obligation to Customer prior to approval of this Service Agreement in writing as provided below by an authorized representative of Texas AirSystems. Following expiration of the initial term on October 31, 2016, this agreement shall renew automatically for successive periods of 1 years(s) until terminated as provided herein

However, in order to not create a debt that has not otherwise been appropriated and approved in accordance with the Texas Constitution, Panola County reserves the right to terminate this Agreement at the end of each budget year during the Term in the event of insufficient fiscal appropriations to continue this Agreement upon thirty (30) calendar days prior written notice to Texas Air Systems.

TACLA00011151C Regulated by The Texas department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, [www.license.state.tx.us](http://www.license.state.tx.us)

SUBMITTED BY: Jason James

TITLE: Account Manager

DATE: October 19, 2015

CONTRACT ACCEPTANCE

LeeAnn Jones  
Authorized Representative

County Judge  
Title

10-26-15  
Acceptance Date

Texas AirSystems  
ACCEPTANCE:

[Signature]  
Authorized Representative

SOLUTIONS ACCOUNT MANAGER  
Title

10/27/15  
Acceptance Date

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*SCOPE OF SERVICES*

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**SCHEDULED MAINTENANCE SERVICE PROGRAM**

Routine maintenance inspections are performed throughout the year. The Schedule of Maintenance Form provides a summary of the schedules and types of inspections.

**EMERGENCY SERVICE**

Emergency service and repairs are available on a 24-hour-per-day basis and will be invoiced at the prevailing straight-time or overtime contract rate.

**REPLACEMENT PARTS**

Parts and materials shall be provided as authorized and invoiced extra to the contract price.

**INSPECTIONS**

This coverage includes 1 comprehensive annual inspection and 1 periodic maintenance inspections per year.

**WRITTEN REPORTS**

Written reports will be provided to the customer representative following each regular inspection or emergency call.

**PREFERENTIAL SERVICE AND CONTRACT SERVICE RATE**

This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment only at each annual anniversary.

Contract Service Rate: 10.00% discount off current published rate per hour straight time.

**AIR-COOLED CONDENSERS  
1 TIME PER YEAR**

1. Clean air-cooled condenser, using pressurized water.

**COMPREHENSIVE ANNUAL INSPECTION AND MAINTENANCE  
FAN COIL**

1. Report in with the customer Representative.
2. Record and report abnormal conditions.
3. Verify clean evaporator coil.
4. Verify tightness of fan set screws
5. Verify smooth fan operation.
6. Verify clean condensate pan.
7. Verify the operation of the condensate pump, if applicable.
8. Verify proper operation of the temperature control and fan control device.
9. Verify proper levels of subcool and superheat
10. Verify proper operation of the changeover valve, if applicable.

**COMPREHENSIVE ANNUAL INSPECTION AND MAINTENANCE  
Cooling Cycle**

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.

**1. General Assembly**

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Verify proper damper operation.
- g) Check mechanical linkages for wear, tightness, and clearances.
- h) Verify clean condenser and evaporator.
- i) Verify clean evaporator fan.
- j) Verify the operation of the crankcase oil heater(s), if applicable.

**2. Controls and Safeties**

- a) Verify the operation of the discharge air temperature control device, if applicable.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
- e) Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- f) Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.

**3. Lubrication**

- a) Lubricate motor bearings, if applicable.
- b) Lubricate fan bearings.

- c) Check oil level in the compressor(s), if applicable.
- 4. Motor and Starter**
  - a) Clean the starter and cabinet.
  - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
  - c) Check the contactors for free and smooth operation.
  - d) Meg the compressor motor(s) and record readings.
  - e) Verify the tightness of the compressor motor terminal connections.
  - f) Verify the operation of the crankcase oil heater(s), if applicable.
- 5. Startup and Checkout Procedure**
  - a) Start the unit.
  - b) Verify the starter operation.
  - c) Verify the smooth operation of the compressors and fans.
  - d) Log operating conditions of the unit after the system has stabilized.
  - e) Review operating procedures with operating personnel.
  - f) Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**COMPREHENSIVE ANNUAL INSPECTION AND MAINTENANCE**  
**Heating Cycle**

- 1. Perform the heating inspection/maintenance procedure applicable to the unit (steam/hot water, electric, gas, reverse cycle).
- 2. Verify smooth operation of the fans.
- 3. Check the belts for tension, wear, cracks, and glazing.
- 1. Gas Heat Option**
  - a) Visually inspect the heat exchanger.
  - b) Inspect the combustion air blower fan, and clean, if required.
  - c) Lubricate the combustion air blower fan motor, if applicable.
  - d) Verify the operation of the combustion air flow-proving device, if applicable.
  - e) Verify the operation of the flame detection device.
  - f) Test the operation of the high temperature limit switch.
  - g) Verify the integrity of the flue system.
  - h) Verify the operation of the operating controls.
  - i) Verify the burner sequence of operation.
  - j) Verify proper gas pressure to the unit and/or at the manifold, if applicable.
  - k) Perform combustion test. Make adjustments as necessary.
- 2. Electric Heat Option**
  - a) Inspect wiring and connections for tightness and signs of overheating and discoloration.
  - b) Check and calibrate operating and safety controls, if applicable. c. Verify the operation of the heating elements. d. Check voltage and amperage and compare readings with the watt rating on the heater.
- 3. Hot Water / Steam Heat Option**
  - a) Inspect control valves and traps.
  - b) Check and calibrate all operating and safety controls.
  - c) Verify the operation of the heating coils.
  - d) Verify the operation of the unit low temperature safety device.
- 4. Reverse Cycle Heating Option**
  - a) Verify proper operation of the reversing valve.

- b) Verify proper operation of the defrost module.
  - c) Verify proper operation of the defrost cycle.
  - d) Verify proper operation of the auxiliary heat, if applicable.
  - e) Verify that operating refrigerant temperatures and pressures are within design parameters.
- 5. Startup/Checkout Procedure**
- a) Verify smooth operation of the fans.
  - b) Check the belts for tension, wear, cracks, and glazing.
  - c) Verify clean air filters.
  - d) Verify proper operation of the heating section.
  - e) Verify the operation of the temperature controls.

#### **MID-SEASON COOLING INSPECTION**

1. Start the unit.
2. Verify the starter operation.
3. Verify the smooth operation of the compressors and fans.
4. Log operating conditions of the unit after the system has stabilized.
5. Review operating procedures with operating personnel.
6. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

#### **MID-SEASON HEATING INSPECTION**

1. Verify smooth operation of the fans.
2. Check the belts for tension, wear, cracks, and glazing.
3. Verify proper operation of the heating section.
4. Verify the operation of the temperature controls.
5. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**Texas AirSystems, LLC.  
Terms and Conditions  
Sale of Parts, Devices and Services**

**Company** The Company as used herein shall mean Texas AirSystems LLC or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company")

**Price Policy** Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

**Terms of Payment** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce lien and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

**Shipping terms and dates** All shipments will be made F O B factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

**Claims** The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

**Taxes** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

**Cancellations** Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

**Returned Goods** Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the

authorization. A Texas AirSystems "Return goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

**Terms of Sale** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

**Asbestos and Hazardous Materials** Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer. Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

**Indemnity** Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States

**Equal Employment Opportunity/Affirmative Action Clause** Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C F R Parts 60-1 through 60-60, 29 U S C Section 793 and the applicable regulations contained in 41 C F R Part 60-741, and 38 U S C Section 4212 and the applicable regulations contained in 41 C F R Part 60-250.

This agreement is governed and construed in accordance with the laws of the State of Texas.



**Limited Warranty** Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured by the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact Texas AirSystems, LLC, Warranty Parts Department, 6029 W Campus Circle, # 100, Irving, TX 75063, (972)-570-4700. **THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.**

The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of fail