

**MidwestMechanical**  
Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd  
Lombard, IL 60148  
midwestmech.com

# Service Agreement

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This preventative maintenance service agreement adheres to the terms and conditions of  
NCPA/Omnia co-op contract 02-91  
**RQN: 2025012700**

Planned Maintenance

January 27, 2025

Orland Park Health and Fitness Center  
15430 West Avenue  
Orland Park, Illinois 60462



Company:	Client:
Midwest Mechanical 801 Parkview Blvd Lombard, IL 60148	Orland Park Health and Fitness Center 15430 West Avenue Orland Park, Illinois 60462
Contact: John O'Brien Email: john.obrien@midwestmech.com (Herein after referred to as 'Company')	Contact: Charmaine O'Sullivan Email: cosullivan@ophfc.com (Herein after referred to as 'Client')

Midwest Mechanical will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:	Location of Service:
Midwest - Chicago Central 801 Parkview Blvd Lombard, IL 60148	Orland Park Health and Fitness Center 15430 West Ave Orland Park, Illinois 60462

# Scope of Services

## Planned Maintenance

Midwest Mechanical has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, Midwest Mechanical has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

Midwest Mechanical shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

Midwest Mechanical shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by Orland Park Health and Fitness Center and Midwest Mechanical.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

Midwest Mechanical shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

Midwest Mechanical shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

### 5. Air Filter Services

Midwest Mechanical shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

## Reporting & Communication

Our team will utilize our mobile-tech service reporting software and XO! Vision Platform to relay job status and important equipment condition feedback day to day. Our mobile tech system generates PDF service reports following each site visit. Within these reports, our technicians will share pictures, videos and documentation from their service visit accessible by a click of the mouse.

Included in this service and of direct benefit to you are:

- Ability to view equipment and building conditions in real time
- Electronic Service Reports delivered directly to key stake holders after each visit for review
- Before and after content available via hyperlink on the PDF of your service report
- Enables evidence-based decision making from all levels of your organization easy
- Informative pictures and videos of your equipment to help you better understand your Mechanical Systems

Through this technology and reporting capability, we provide redundant support of knowledgeable eyes to serve as an extension of your facility team. Included below is a sample Call Summary and XO! Link

**Call Summary**  
1011 Street Road  
Raleigh, NC 27601  
(919) 551-1234

Customer Name	JOHN DOE	Phone	(919) 551-1234
Address	123 NOWHERE ST	City	ANYWHERE, NC 27607
Service Date	01/05/2023	Technician	MARK MACURDY
Service Type	PREVENTATIVE MAINTENANCE	Equipment ID	22458

**Click here for XO! visual content**  
[XO! Link](#)

**DESCRIPTION**  
[1/5/2023 11:24 AM MARK MACURDY - 0001]  
Checked in, performed PM, secured unit, completed visit.  
SCU Performed operational insp. Checked the belts, bearings, motor, electrical supplied the unit.  
Operation is normal.

Equipment ID	Description	Manufacturer	Model Number	Serial Number
22458		246C004AN001	123456	

Technician	Appt	Date	Hours	Pay Code	Equipment ID
MARK MACURDY (0001)		1/5/2023	4.00 (Regular Hour)		22458
			4.00 Total Hours		

**Call Summary Report**

**XO! Example**

**Embedded XO! Link**

View videos, pictures, and notes of current unit conditions following PM visits or emergency assessment of units needing repair.

**We bring the roof to you!**

Work Order #  
2001-0187

Customer:  
PESIDENT SERVICE GROUP

Location:  
123 NOWHERE ST, ANYWHERE, NC 27607


Completed:  
January 5, 2023 at 11:11:12 AM

Completed By:  
Mark Macurdy


Jan 05, 2023

A - service: Preventative Maintenance - RAL

Customer: Video of Daily Task



Customer: Video: overview of PM status



## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Air Cooled Chiller	1	Outside Ground Level	TRANE	RTAA2704XUOLASDO BFGN	U01C08739
Air Handling Unit	1	AHU-3 Mechanical Room	TRANE	MCCA014MAMOB	K01B26798B
Air Handling Unit	1	AHU-4 Mechanical Room	TRANE	TBD	
Air Handling Unit	1	AHU-5 Mechanical Room	TRANE	MCCA021MAMOB	K01B26805B
Air Handling Unit	1	AHU-6 Mechanical Room	TRANE	MCCA066GAY0ACA	K01B26813B
Hot Water Boiler - Non-Condensing	1	Boiler Room	LOCHINVAR	CPN07S2	1830111210609
Hot Water Boiler - Non-Condensing	1	Boiler Room	LOCHINVAR	CPN07S2	1830111210610
Hot Water Boiler - Non-Condensing	1	Boiler Room	LOCHINVAR	CWN0497PM	G13H00251758
Hot Water Boiler - Non-Condensing	1	Boiler Room	LOCHINVAR	CWN0497PM	TBD
Packaged Roof-Top Air Conditioning Unit	1	Roof	INNOVENT	NDHU-OU-PL-1400	TBD
Packaged Roof-Top Air Conditioning Unit	1	Roof	AAON	RF-040-3-40-	200103-AFGA00087
Packaged Roof-Top Air Conditioning Unit	1	Roof	AAON	RF-080-3-40	200103-AFGK00086
Exhaust Fan	6	Roof	TBD	TBD	

## Service Frequency

### Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Air Cooled Chiller	1	1
Air Handling Unit	2	2
Air Handling Unit	2	2
Air Handling Unit	2	2
Air Handling Unit	2	2
Hot Water Boiler - Non-Condensing	1	1
Hot Water Boiler - Non-Condensing	1	1
Hot Water Boiler - Non-Condensing	1	1
Hot Water Boiler - Non-Condensing	1	1
Packaged Roof-Top Air Conditioning Unit	2	2
Packaged Roof-Top Air Conditioning Unit	2	2
Packaged Roof-Top Air Conditioning Unit	2	2
Exhaust Fan	1	1

## Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
12	4	AHU-3 Mechanical Room	20x16x2 30/30 - Frame, Pleated	Air Handling Unit - 5 - 10 HP
12	4	AHU-4 Mechanical Room	20x16x2 30/30 - Frame, Pleated	Air Handling Unit - 5 - 10 HP
8	4	AHU-5 Mechanical Room	25x16x2 30/30 - Frame, Pleated	Air Handling Unit - 5 - 10 HP
4	4	AHU-5 Mechanical Room	20x16x2 30/30 - Frame, Pleated	Air Handling Unit - 5 - 10 HP
36	4	AHU-6 Mechanical Room	20x20x2 30/30 - Frame, Pleated	Air Handling Unit - 21 - 50 HP
6	4	AHU-6 Mechanical Room	20x16x2 30/30 - Frame, Pleated	Air Handling Unit - 21 - 50 HP
24	4	Roof	25x20x2 30/30 - Frame, Pleated	Packaged Roof-Top Air Conditioning Unit - 25-40 Tons
32	4	Roof	20x16x2 30/30 - Frame, Pleated	Packaged Roof-Top Air Conditioning Unit - 25-40 Tons
12	4	Roof	20x16x2 30/30 - Frame, Pleated	Packaged Roof-Top Air Conditioning Unit - 70-80 Tons

## Special Provisions

### **SP 1. Provisions**

Services to be performed included the following:

Four Quarterly maintenance visits:

- One Cooling Season Comprehensive Maintenance
- One Heating Season Comprehensive Maintenance
- Two Operational inspections

### **SP 2. Boiler Maintenance**

- Midwest Mechanical will Perform One Fireside Cleaning
- Midwest Mechanical will Perform One Combustion analysis
- Gasket/maintenance kits are included in this agreement

### **SP 3. Chiller Maintenance**

- Midwest Mechanical will perform once annual condenser coil cleaning
- Midwest Mechanical will perform one annual oil analysis

### **SP 4. Belts, Filters, Condenser Coil Cleaning**

- Midwest Mechanical will provide and perform one annual belt replacement
- Midwest Mechanical will provide and perform quarterly filter replacements
- Midwest Mechanical Will perform one annual condenser coil cleaning

### **SP 5. Communication**

- Orland Park Health & Fitness Center will be assigned a primary & secondary technician
- A service report will be provided following each preventive maintenance visit to communicate to Orland Park Health & Fitness Center the maintenance activities conducted. Upon the completion of the tasking the technician will present the service report for review and signature by the authorized Orland Park Health & Fitness Center contact.
- Electronic copies of all service reports can be sent to designated employees of the Orland Park Health & Fitness Center team.

### **SP 6. 24/7/365 Emergency Response, Discounted Rate**

- Orland Park Health & Fitness Center will receive priority emergency service response over non-contracted facilities
- Orland Park Health & Fitness Center will receive a 10% discount off our non-contracted rates for labor



# Maintenance Service Checklist

## Typical Tasks include

### Air-Cooled Chiller

#### Spring Startup

At the beginning of each cooling season, we will provide all necessary labor to valve the system over, start equipment, and check for proper operation upon customer request. This service will only be performed **ONCE** per contract year. (If Applicable)

#### Operational Maintenance

- 1) Check condenser coils for debris; rinse as necessary.
- 2) Check moisture indicating sight glass for possible refrigerant loss and presence of moisture.
- 3) Check refrigerant pressures.
- 4) Check all refrigerant joints and valves for refrigerant leaks; report any deficiencies identified.
- 5) Check all electrical connections for any sign of wear or overheating.
- 6) Check chilled water flow switch operation.
- 7) Check all condenser fans for proper operation
- 8) Check oil pressure drop where possible
- 9) Check oil separator heater operation.
- 10) Check oil level
- 11) Inspect pump seal, if equipped with a hydronic pump package
- 12) Check the back of all the compressor and fan drives for any debris. If present clean it off by blowing air from top to bottom.
- 13) Verify proper system pressures and temperatures
- 14) Observe overall condition and report any deficiencies that are discovered.

#### Comprehensive Scheduled Maintenance

- 1) Perform all items listed in quarterly inspections.
- 2) Check condenser coils.
- 3) Check all electrical connections; tighten as necessary.
- 4) Inspect all contactors and relays; report any deficiencies identified.
- 5) Check accuracy of thermistors and transducers.
- 6) Check to be sure that the proper concentration of antifreeze is present in the chilled water loop. (using refractometer)
- 7) Check refrigerant filter driers for excessive pressure drop; report recommendation of replacement as necessary.
- 8) Check cooler heater operation.
- 9) Check condition of condenser fan blades and that they are securely fastened to the motor shaft.
- 10) Perform Service Test to confirm operation of all components.
- 11) Check for excessive cooler approach (Leaving Chilled Water Temperature- Saturated Suction Temperature) which may indicate fouling. Clean cooler vessel if necessary.
- 12) Obtain oil analysis; report recommendation of change as necessary.
- 13) Observe overall condition and report any deficiencies that are discovered.

## **Air Handling Unit**

### **Operational Maintenance**

1. Lubricate fan bearing
2. Check air filters
3. Inspect interior coils for obstruction and dirt
4. Confirm proper condensate flow if applicable.
5. Check belts and adjust/replace as required.
6. Check operation controls and safety controls.
7. Verify proper system pressures and temperatures
8. Observe overall condition and report and deficiencies that are discovered.

### **Comprehensive Scheduled Maintenance**

1. Perform all items listed in quarterly inspection.
2. Tighten set screw on fan assembly locking collars
3. Clean condensate pan and inlet guide vanes.
4. Inspect evaporator coils.
5. Inspect fan and motor operation
6. Tighten electric connections
7. Check damper condition and operation
8. Inspect starter contactors and connections
9. If the unit has a VFD we will inspect all connections
10. Observe overall condition and report any deficiencies that are discovered.

\* **Winterization** (not included unless otherwise mentioned in provisions).

## **Boiler**

### **Operational Maintenance**

1. Inspect and adjust operation of system components as required.
2. Inspect and adjust safety and operation controls as required.
3. Lubricate all moving parts as needed.
4. Inspect and adjust tension on all belts and replace as needed.
5. Inspect and clean boiler nozzles as needed.
6. Inspect and check fuel oil pumps, heaters and clean strainers.
7. Inspect and adjust all linkages as required.
8. Make a visual analysis of burner operation.
9. Record and file all pressures and temperatures as well as general condition of equipment for future reference.
10. Observe overall condition and report any deficiencies that are discovered.

### **Comprehensive Scheduled Maintenance**

1. Perform all tasks listed in the Operational inspections.
2. Brush clean all boiler fireside heating surfaces.
3. Vacuum all combustion debris and soot from combustion area and refractory surfaces.
4. Clean and vacuum breeching connection.
5. Inspect condition of the refractory and report all needed repairs for approval.
6. Check baffle plates and assure good condition.
7. Inspect boiler fireside surfaces to assure no leaks are present.
8. Install all boiler casing, panels and properly secure.
9. Place the burner back into service for a normal operation and performance.
10. Check the gas train for leaks.
11. When normal operating pressure has been attained, test the following safety devices to ensure proper operation:
12. Low Water Cutoff
13. High Limit & Operating Controls
14. Modulating Controls
15. Tune up boiler and check flue gas for efficiency.
16. Observe overall condition and report any deficiencies that are discovered.

### **Rooftop Unit**

#### **Operational Maintenance**

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Check motors for excessive heat or vibration or any signs of oil.
4. Check air filters
5. Inspect evaporator coils for obstruction and dirt.
6. Confirm proper condensate flow.
7. Check belts and adjust or change as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

#### **Comprehensive Maintenance**

1. Perform all tasks listed in the operational inspections
2. Inspect condenser coils
3. Check and tighten all electrical connections
4. Inspect condensate pan and add a condensate tablet
5. Inspect fan and motor operation
6. Tighten set screws on fan assembly locking collars
7. Inspect evaporator coils for debris.
8. Verify proper system pressure, temperatures and refrigerant charge.
9. Visually inspect heat exchanger
10. Clean burners/flame sensor device/electrode.

## **Exhaust Fan**

### **Comprehensive Scheduled Maintenance**

1. Check fans for unusual noise and vibration.
2. Examine belts for wear and alignment.
3. Check condition of blower wheels.
4. Inspect and lubricate bearings as needed.
5. Check condition of electrical hardware and connections.
6. Check motors starter and wiring for discoloration or indications of heat.
7. Observe overall condition and report any deficiencies that are discovered.

Authorization

The initial term of this Agreement will commence on 3/1/2025 and shall continue through 12/31/2025. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **USD 29,100** the first year. This Agreement is payable **USD 7,275 Quarterly** from 3/1/2025 to 12/31/2025.

**Offered By:**  
Midwest - Chicago Central

John O'Brien  
Maintenance Sales rep

**Approved for Company by:**

Date

**Approved For:**  
Orland Park Health and Fitness Center

Print Name

Signature

Title

Date

Please sign and email to John O'Brien at john.obrien@midwestmech.com.

THANK YOU FOR YOUR BUSINESS!

## Terms and Conditions

1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty (30) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless 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 to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers,

employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.

14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_