

Piedmont Service Group

Building Efficiency and Sustainability



A Service Logic Company

3120-B Kitty Hawk Rd
Wilmington, NC 28405
piedmontservicegroup.com

Service Agreement-Skyline Center

Planned Maintenance-

Piedmont Service Group OMNIA Contract Number: 159053

RQN Number: 2026072102

July 21st, 2026



Piedmont Service Group

Building Efficiency and Sustainability

A Service Logic Company

Company:

PSG
1031 Nowell Road
Raleigh, NC 27607

Client:

City of Wilmington

Contact: Phil Simpson

Email: phil.simpson@piedmontsg.com

(Herein after referred to as 'Company')

Contact: Darrell McCall

Email: Darrell.mccall@wilmingtonnc.gov

(Herein after referred to as 'Client')

PSG 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:

PSG Wilmington
3120-B Kitty Hawk Rd
Wilmington, NC 28405

Location of Service:

Skyline Center
929 N Front St.
Wilmington, North Carolina 28401

Scope of Services

Planned Maintenance

PSG 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, PSG 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

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

2. Physical Tests

PSG 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 City of Wilmington and PSG.

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

PSG 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

PSG 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

PSG 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.

Our team will utilize our mobile-tech service reporting software and XOi 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.

- 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

[Click here for Skyline Center Site Survey](#)

Call Summary
1031 Nowell Road
Raleigh, NC 27601
(919) 851-5000

XOI Example

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!

Piedmont Service Group
Building Efficiency and Sustainability
A Service-Led Company

Equipment Inventory

****Please See Equipment List for Specific Scope of Work****

EQUIPMENT	QTY.
VAV Boxes	488
Exhaust Fans	82
Heaters	34
Chillers-Centrifugal (Water Cooled)	3
Cooling Towers	3
Pumps	10
Split System	1
Mini Split Systems	5
Air Handlers	19
Data Room Units	5
VFD's	39
Fancoils	13
Outside Air Units (ERU's)	2
Refrigerant Monitor	X

Service Frequency

Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
VAV Boxes	0	1 (Filter Change Only)
Exhaust Fans	1	0
Heaters	1	0
Chillers-Centrifugal- (DST at all Visits-Substitute for Vibration Analysis)	1	3
Cooling Towers	1	3
Pumps	4	0
Split System	2	2
Mini Split Systems	2	2
Air Handlers	2	2
Data Room Units	2	2
VFD's	2	2
Fancoils	1	1
Outside Air Units (ERU's)	2	2
Refrigerant Monitor	X	N/A

Maintenance Service Checklist

Typical Tasks include

Mini Split/ Split Systems

Operational Maintenance

1. Check air filters, change as required.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Lubricate fan bearings.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Check thermal expansion valve sensing bulb for proper security and insulation.
8. Check electrical connections for any signs of wear or overheating.
9. Verify proper system pressures and temperatures.
10. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean condenser coil with condenser coil cleaner as required.
5. Inspect evaporator coil and clean as required.
6. Inspect fan and motor operation.
7. Check compressor operation and amperage draw.
8. Tighten all electrical connections.
9. Check thermal expansion valve for proper superheat and subcooling.
10. Observe overall condition and report any deficiencies that are discovered.

Exhaust Fan

Comprehensive Maintenance

1. Check fans for unusual noise and vibration.
2. Examine belts for wear and alignment, change as required.
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.

Cooling Tower

Operational Maintenance

1. Check & tighten electrical connections.
2. Verify proper electrical disconnect operation.
3. Lubricate motor and/or fan bearings.
4. Check for security to shaft.
5. Check for end play.
6. Check for unusual bearing wear.
7. Check balance & alignment.
8. Inspect for corrosion.
9. Inspect drive pulleys & belts, adjust as necessary.
10. Inspect fan blades.
11. Check & tighten mounting bolts.
12. Verify proper float/water makeup setting.
13. Check and record motor amperage.
14. Inspect nozzles for corrosion and wear.
15. Check & record water inlet & outlet temperature.

Comprehensive Maintenance

8. Perform all tasks listed in the Operational inspections.
9. Drain tower.
10. Check for leaks.
11. Verify proper freeze protection.
12. Lubricate dampers as required.
13. Inspect nozzle or trough for corrosion & clean as required.
14. Check tower fill and mist eliminators for damage or deterioration.
15. Inspect baffles-fill for corrosion & clean as required.
16. Inspect sump for corrosion & wear & clean as required.
17. Clean water outlet strainer.
18. Inspect overflow & clean as required.
19. Inspect float valve for corrosion and wear.
20. Check float valve for proper operating & close off & adjust as required.
21. Check drain for obstructions.
22. Inspect gear box & check lubricant level & change as required

Pumps

Operational Maintenance

1. Verify pumps are operating properly.
2. Verify proper pump rotation.
3. Inspect seals for any signs of leakage.
4. Check coupling for wear.
5. Verify pumps are securely mounted.
6. Verify there is no abnormal noise during pump operation.
7. Check pump bearings and fittings for proper lubrication. Lubricate as necessary.
8. Check temperature and pressures on pump gauges and record readings.
9. Inspect the starter contacts and wiring for any signs of wear or overheating.
10. Verify Variable Frequency Drives are operating properly and set points are set per manufacturer's recommendations (if applicable).
11. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. All steps performed in Operational inspection.
 2. Test changeover operation of pump package (if applicable).
 3. Check for proper voltage and amperage draw on pump motors.
 4. Replace coupling.
 5. Check expansion tank for proper operating level, verify operating pressures.
 6. Check electrical connections (tighten as necessary), contacts and fuses.
- Observe overall condition and report any deficiencies that are discovered.

Outside Air Units (ERU's)

Operational Maintenance

11. Lubricate fan bearings.
12. Inspect evaporator and condenser coils for obstruction and dirt.
13. Change Filters as required.
14. Confirm proper condensate flow.
15. Check belts and adjust as required.
16. Check operation controls and safety controls.
17. Verify proper system pressures and temperatures.
18. Observe overall condition and report any deficiencies that are discovered.
19. Inspect energy recovery wheel.
20. Inspect desiccant wheel.

Comprehensive Maintenance

11. Perform all items listed in Operational inspections.
12. Tighten set screws on fan assembly locking collars.
13. Change Filters as required.
14. Clean condensate pan.
15. Clean evaporator coil as required.
16. Clean condenser coil as required.
17. Inspect fan and motor operation.
18. Tighten electrical connections.
19. Inspect starter contactors and connections.
20. If the unit has a VFD we will inspect all connections.
21. Check programming.
22. Check all internal parts for wear.
23. Observe overall condition and report any deficiencies that are discovered.
24. Clean energy recovery wheel if applicable.
25. Clean desiccant wheel if applicable.

Air Handling Unit

Operational Maintenance

1. Lubricate fan bearings.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Check belts and adjust/replace as required.
5. Check operation controls and safety controls.
6. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean evaporator coils as required.
5. Inspect fan and motor operation.
6. Tighten electrical connections.
7. Inspect starter contactors and connections.

Water Cooled Chiller

Comprehensive Maintenance

- 1) Perform all tasks listed in the Operational inspections.
- 2) Assure that the power supply to the chiller is secured at the main disconnect.
- 3) Inspect and calibrate operating controls.
- 4) Inspect all safety controls.
- 5) Clean or change oil filter as required (excludes internal oil filter).
- 6) Change all refrigerant and dehydrator filters.
- 7) Inspect starter, starter contacts and wiring.
- 8) Torque all electrical contacts.
- 9) Megohm chiller motor and oil pump.
- 10) Take oil sample for analysis.
- 11) Check operation of the oil sump heaters.
- 12) Wipe down exterior of the chiller and remove any debris for the chiller area.
- 13) Observe overall condition and report any deficiencies that are discovered.

Operational Maintenance

- 1) Check performance of compressor, condenser and evaporator.
- 2) Check and adjust refrigerant controls.
- 3) Check and adjust safety controls.
- 4) Check equipment for any signs of leaks.
- 5) Check for proper refrigerant charge.
- 6) Check compressor for proper oil levels.
- 7) Check for excess noise or vibration.
- 8) Check operation of automatic controls.
- 9) Check condition of electrical controls and wiring.
- 10) Check and record operating conditions.
- 11) Observe overall condition and report any deficiencies that are discovered.

Fan Coil Unit

Operational Maintenance

26. Verify operation.
 27. Change filter as required.
 28. Inspect fan blades.
 29. Inspect bearings for excessive wear & end play.
 30. Check bearings for abnormal noise.
 31. Inspect for corrosion and wear.
 32. Check housing clearance.
 33. Check alignment, balance and security to shaft.
 34. Check & tighten electrical connections.
 35. Inspect cooling coil.
 36. Inspect heating coil.
 37. Inspect condensate pans & drains.
- Check gate valves for leaks.

Comprehensive Maintenance

1. All steps performed in Operational Maintenance.
2. Clean cooling coil as required.
3. Clean heating coil as required.

Unit Heater

Comprehensive Maintenance

1. Inspect & check fan, clean as required.
2. Lubricate fan.
3. Check bearing for excessive wear.
4. Check belt & pulleys.
5. Replace belts as necessary.
6. Check thermostat operation.
7. Adjust thermostat as required.
8. Verify operation.
9. Check integrity of heat exchanger.
10. Check start & test operation.
11. Inspect draft fan.
12. Lubricate draft fan.
13. Clean draft fan as necessary.
14. Inspect motor for corrosion and wear.
15. Check housing clearance.
16. Check alignment, balance and security to shaft.
17. Inspect and replace filters if applicable.

Data Room Units

Operational Maintenance

16. Check and record refrigerant pressures and temperatures.
17. Lubricate fan bearings.
18. Inspect evaporator and condenser coils for obstruction and dirt.
19. Check motors for excessive heat or vibration or any signs of oil.
20. Check air filters, replace as required.
21. Confirm proper condensate flow.
22. Check belts and adjust as required.
23. Check operation controls and safety controls.
24. Verify proper system pressures and temperatures.
25. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

23. Perform all tasks listed in the Operational inspections.
24. Clean condenser coil with condenser coil cleaner as required.
25. Check and tighten all electrical connections.
26. Clean condensate pan.
27. Inspect fan and motor operation.
28. Clean motor for dust and wipe out interior of blower cabinet.
29. Tighten set screws on fan assembly locking collars.
30. Inspect evaporator coils for debris, clean as required.
31. Verify proper system pressure, temperatures and refrigerant charge.
32. Observe overall condition of rooftop units and report any deficiencies that are discovered.

VFD's

Operational Maintenance

1. Check for alarms or fault history.
2. Record input voltage, output voltage, current, frequency, and load.
3. Inspect enclosure for dirt, moisture, corrosion, or overheating.
4. Clean enclosure and ventilation openings.
5. Verify cooling fan operation and unobstructed airflow.
6. Inspect and clean/replace air filters (if equipped).
7. Inspect wiring, terminals, and grounding for damage or loose connections.
8. Verify keypad, controls, and BAS communication (if applicable).
9. Check for unusual noise, vibration, or odors.
10. Verify proper operation during normal load.

Comprehensive Maintenance

1. Perform all Minor Preventative Maintenance procedures.
2. De-energize the VFD and follow lockout/tagout (LOTO) procedures.
3. Clean the interior, heat sinks, and components.
4. Inspect power components, capacitors, relays, and contactors for wear or damage.
5. Torque power and control terminals to manufacturer specifications.
6. Test cooling fans and replace if necessary.
7. Verify incoming power, output voltage/current, and phase balance.
8. Verify programmed parameters and protective functions.
9. Inspect communication modules and enclosure seals.
10. Document readings, maintenance performed, and recommended repairs.

Repairs and Service Work

- If there are repairs or service work that is to be made that does not fall under the standard maintenance agreement. Piedmont Service Group will provide quotes to the appropriate site contacts and should the City of Wilmington approve the repairs, they can do so verbally and/or with written consent.
 - o Parts needed for repair work will be quoted to City of Wilmington Authorized Contacts.
 - o Labor rates for work outside of the maintenance scope can be seen below:
 - **Truck Charge:**
 - \$50.00
 - **Mechanical:**
 - Normal Working Hours (8 AM- 5 PM, Monday-Friday)
 - o \$155.00 per Hour.
 - Overtime Hours (5 PM- 8 AM, Monday- Friday, Saturday-Sunday)
 - o \$232.50 per Hour.
 - **Chiller/ Boiler:**
 - Normal Working Hours (8 AM- 5 PM, Monday-Friday)
 - o \$165.00 per Hour.
 - Overtime Hours (5 PM- 8 AM, Monday- Friday, Saturday-Sunday)
 - o \$247.50 per Hour.

City of Wilmington Acknowledgement (Signature):_____.

Special Provisions

- Piedmont Service Group will NOT supply Filters under this agreement.
- Piedmont Service Group will change Filters under this agreement.
- Piedmont Service Group will NOT supply belts under this agreement.
- Piedmont Service Group will change belts annually under this agreement.
- Piedmont Service Group will provide annual coil washings to all applicable equipment.
- Piedmont Service Group will provide Discovery Sound Technology (DST) at all visits for the three (3) Centrifugal Chillers. This will take place instead of Vibration Analysis.



Quotation: Q-03-2026-78238

Date: July 16, 2026



To:

Skyline Center
929 N Front Street Suite 790
Wilmington, NC 28401

Phone:

Email:

From:

CMS Controls
616 Hutton Street
Raleigh, NC 27606

Phone: 919-431-9411

Email: service@cms-controls.com

Service Type: BUILDING AUTOMATION SYSTEM PM SERVICE

Location(s): 929 NORTH FRONT STREET- WILMINGTON , NC

CMS Controls will provide maintenance services on the Distech control system at 929 N Front St in Wilmington, NC in accordance with the following coverage and the Standard Terms and Conditions of Sale, which are a part of this agreement and noted below.

System Coverage

Included	Excluded		Frequency
X		Hardware Inspections	Annually
X		Software Inspections	Annually
X		Software Back-up	Annually

Coverage Type

Included	Excluded		Frequency
	X	Parts Coverage – PC Workstations/File Servers	
	X	Parts Coverage – DDC Controllers	
	X	Parts Coverage – Interface Devices	
	X	Parts Coverage –Pneumatic Controls	
	X	Parts Coverage –Electric/Electronic Controls	
X		Telephone/Modem Support	
X*		Annual SMA license upgrades included **	Annually
X		Emergency Service (Section 2)	
	X	Full Labor	
X		Special Services - See Below	

**** any additional software upgrades needed will be quoted on a time and material basis.**

Services Provided

Planned Preventive Maintenance

Each preventive maintenance call will be custom prepared to meet special customer requirements and manufacturers guidelines. In General, maintenance intervals will be scheduled at the frequency noted above, but exact schedules will be determined by seasons, manufacturer guidelines, and equipment operating hours. During each inspection, operational and efficiency test will be performed to detect early signs of equipment failure. After each service call, the PM checklist, complete with component analysis, will be evaluated.

Telephone Support

Under this agreement, off site telephone support will be provided at any time for the purpose of making minor program changes to compensate for unexpected occurrences and events. This service is not intended for client training nor is it intended for the purpose of making system changes that may fall in the area of normal building operation.

Emergency Services

Section I (Full Labor Coverage)

With the inclusion of this coverage, all labor charges, including overtime and mileage fees, for repairs to covered equipment and emergency service for failures of covered equipment, will be provided at no extra charge with reasonable promptness during and after normal business hours. CMS Controls phone lines are answered 24 hours per day for emergency service. Response time for emergency service is four (4) hours.

Section II (PM Labor Only)

Preventive maintenance coverage will provide 24-hour service for repairs to covered equipment, billable at standard rates during normal business hours and overtime rates after normal business hours. Standard mileage charges will apply. Response time for emergency service is four (4) hours.

Full Labor Coverage

With the inclusion of this coverage, all labor charges, including overtime and mileage fees, for system repairs which may be required to keep the systems in operating condition will be provided at no additional charge and will be provided with reasonable promptness during normal business hours.

Special Services

1 Time(s) Annually PM of controls included in the attached Schedule A, control devices tested and Inspected for proper operation and calibration. This will be broken out into quarterly visits
Annual SMA License Updates
(6) Hours of remote connection or phone support (ONCE HOURS ALLOCATED ARE USED THEN RATES LISTED BELOW WILL APPLY)
Review operator software and discuss operational concerns with facility management staff
Minor adjustments to graphics where needed to make control and operation of system easier to operate and control
Perform or schedule maintenance procedures as appropriate to resolve situations and concerns
Perform calibrations as needed on temperature, humidity, air pressure and flow sensors where drift is suspected to be causing comfort or reliability issues.
Verify proper network communication and verify network speed
Perform online/offline test routine to determine power and communication restart
Verify and calibrate control processes and points (stroke all valves, dampers, etc.) where available
Analyze mechanical cooling, free cooling and heating system strategies on units where possible
Analyze and recommend optimal runtime and night setback strategies to ensure environmental control while reducing energy consumption and inspect time schedules and sequence of operations to verify operational control
Confirm proper time sync of all controllers with workstation if applicable
Check controllers for proper DC power levels, appropriate transmit/receive activity and check for possible errors
Verify all stages of heating and cooling come on when commanded and confirm status of all stages via rise and fall of temp sensor reading
Verify all heating and cooling PID control process loops are tuned and operating to optimal standards & conditions
Save system data base, alarm log files and trends on external memory storage device.
Give final service report of system findings and potential items that need to be addressed.

Clarifications:

- 1) Test and inspect on existing fire alarm or security not included
- 2) Repair or replacement of non-maintainable parts of the system such as but not limited to wiring, conduit, raceways pneumatic piping, structural supports, etc. is not included under this agreement.
- 3) Repair of pre-existing conditions that are required to place the equipment into proper operating condition upon acceptance of this agreement is not included in this proposal. A separate quote will be provided after the initial inspection for any associated pre-existing repairs that need to occur.
- 4) Emergency calls, labor, travel and repair necessitated by improper operation or tampering of equipment or related equipment controls, other than by CMS Controls personnel is not included in this proposal.
- 5) Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to the equipment is not the responsibility of CMS Controls.
- 6) Handling, removal, or disposal of any materials classified as hazardous materials by any government or industry regulations is not the responsibility of CMS Controls.

acts of nature, freeze damage, vandalism, facility electrical problems, Strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts, or materials when required is not covered under this proposal.

- 8) Unless noted otherwise in this proposal, 100% calibration of all sensors onsite is not included (ie “pharmaceutical-grade calibrations”). CMS Controls does offer this as a service but not as a standard inclusion.

Standard Terms and Conditions of Sale

Customer agrees to the following items under the scope of this agreement:

- 1) The customer will provide reasonable access to all equipment covered under this agreement during normal business hours 8am – 4pm unless otherwise noted. This includes freedom to start and stop all primary equipment to perform scheduled services. Arrangements will be made with the owner’s representative prior to starting and stopping any equipment.
- 2) In the event that the system(s) is altered, modified, changed, or moved, this agreement is immediately terminable at the option of CMS Controls
- 3) Warranties for equipment purchased from, but not installed by CMS Controls are limited to those warranties offered by the manufacturer.
- 4) CMS Controls responsibility for injury to persons or property that may be caused by, or arise through, the maintenance, service, or use of the system(s) shall be limited to injury or damage caused directly by our negligence in performing our obligations under this agreement, and in no event shall we be liable for speculative, indirect, or consequential damages.
- 5) In the event it shall become necessary to retain legal counsel to enforce any of its rights hereunder, the customer agrees that he shall be responsible for payment of all reasonable attorney’s fees, expenses and cost incurred therewith.
- 6) Service Agreement period payments are due on the first day of the covered period. Any invoice that is not a Service Agreement pay period payment, with a date due shown, shall be due 15 days from invoice date. Interest charges due on overdue invoices shall accrue from the due date at the rate of 1% per month.
- 7) This proposal does not include applicable state and local sales and use taxes

Labor Rates*

Support Type	Contract Rate	Overtime Rate
Off-site field technical support	\$156.00	\$234.00
On-site field technical support	\$156.00	\$234.00
Software support & programming	\$170.00	\$255.00
Telephone/Modem support	\$156.00	\$234.00

*Labor Rates listed above are for Year 1 of contract only. CMS Controls publishes rate schedules yearly and work performed in subsequent contract years will be invoiced per the yearly published rate schedule.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

Schedule A

Equipment Covered

[illegible]

Authorization

The initial term of this Agreement will commence on **7/1/2026 and shall continue through 6/30/2027**. 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.

Mechanical Price for the First year term from 7/1/2026 through 6/30/2027 is **\$99,474.00** annually.

Controls Maintenance Price for the First year term from 7/1/2026 through 6/30/2027 is **\$27,600.00** annually.

The total **First Year** Agreement price is **USD \$127,074.00** per year. This Agreement is payable by **USD \$31,768.50 Quarterly** in advance from **7/1/2026 through 6/30/2027**. This price does not include applicable state and local sales and use tax.

****Should the client choose to renew this contract at the end of the first year term, the price will be the following:****

The **Second Year** Agreement price is **USD \$127,074.00** per year. This Agreement is payable by **USD \$31,768.50 Quarterly** in advance from **7/1/2027 through 6/30/2028**. This price does not include applicable state and local sales and use tax.

The **Third Year** Agreement price is **USD 127,074.00** per year. This Agreement is payable by **USD \$31,768.50 Quarterly** in advance from **7/1/2028 through 6/30/2029**. This price does not include applicable state and local sales and use tax.

Offered By:
PSG Wilmington

Phil Simpson

Approved For:
City of Wilmington

Print Name

Approved for Company by:

Signature

Title

Date

Date

Please sign and email to Phil Simpson at phil.simpson@piedmontsg.com.

THANK YOU FOR YOUR BUSINESS!

Terms and Conditions

18. **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.

19. **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.

20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
26. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
27. **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.
28. **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.
29. **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.
30. **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.

31. **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.

32. **Limitation of Liability.**

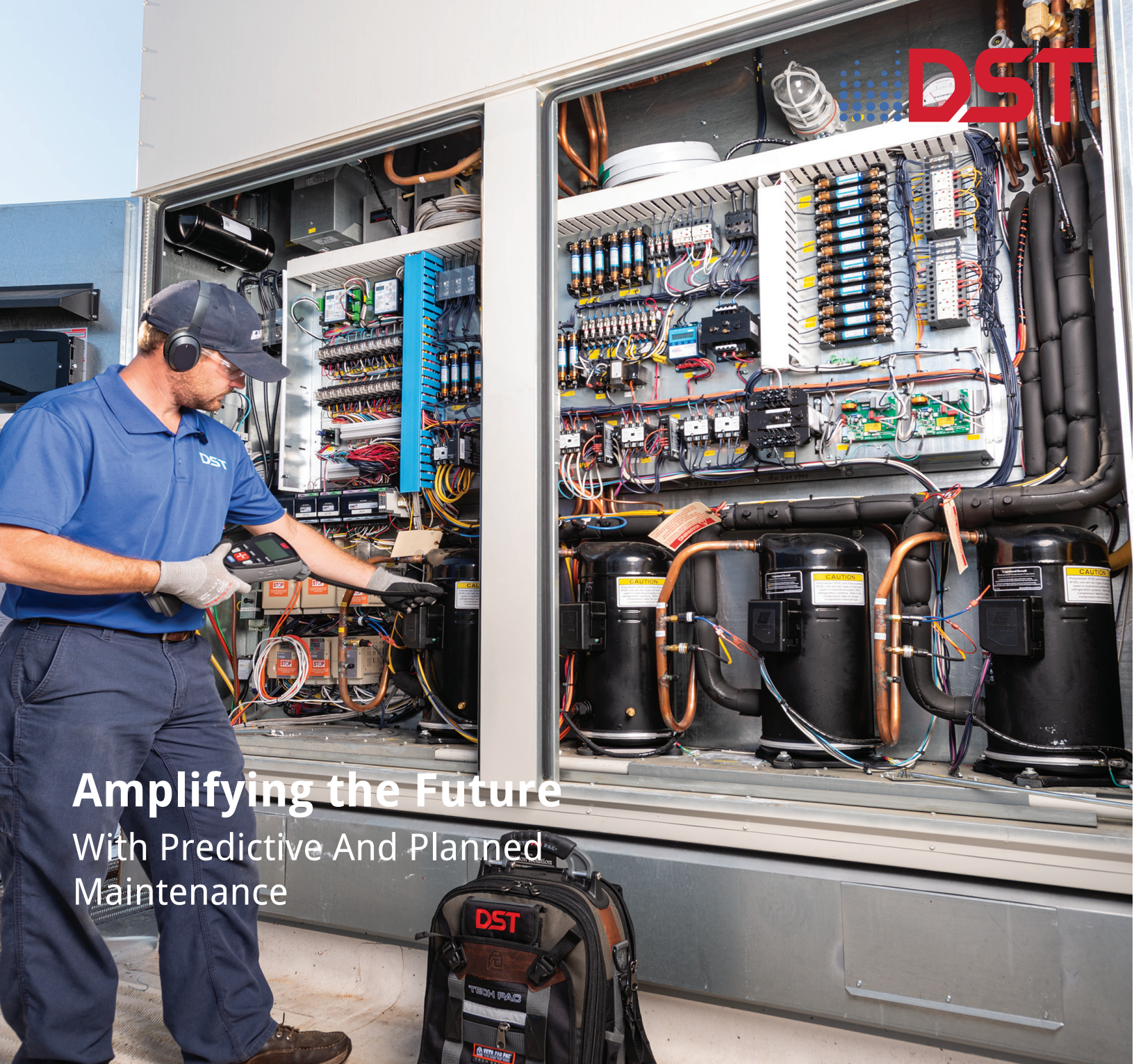
(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT 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:

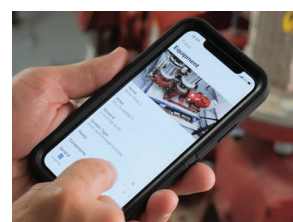
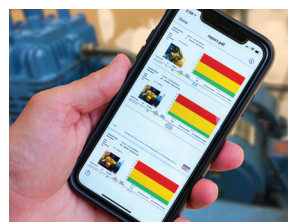


DST

Amplifying the Future With Predictive And Planned Maintenance

Piedmont Service Group
Building Efficiency and Sustainability

A Service Logic Company



DST is an ultrasound technology platform that transforms the way organizations manage their HVAC maintenance operations to extend equipment life, predict equipment failure, and lower total costs.

Eliminate Surprise Equipment Failures

Diagnostics help avoid breakdowns and unplanned service calls.

DST delivers fact-based equipment diagnoses and projected life expectancy with high levels of accuracy. Potential failures are identified before they turn into catastrophic breakdowns or more costly repairs.

Inspection reports verify equipment condition and issues to address first.

Executive summaries and detailed technical inspection reports pinpoint high-priority issues and maintenance tasks for each property. DST easily identifies equipment operating properly, units to be scheduled for service, and those requiring immediate attention to avoid unscheduled downtime.



“This technology shifts the paradigm. We get a higher level of information and data never seen before.”

President, Service Provider
20+ Years of Service Experience

Transform How HVAC Maintenance Operations Are Managed

Easily access data to guide operations and inform investment decisions.

DST is a self-calibrating, ultrasound diagnostic system that captures, analyzes, trends, and documents large amounts of routine inspection data. More importantly, DSTAPP provides information in real-time to guide decision-making for HVAC technicians, facility managers, and asset managers.

DSTAPP delivers paperless workflows from any mobile device.

Customizable inspection processes maintain efficient workflows and standardization across all buildings. Electronic workflows eliminate paper, are accessible from anywhere, and bridge communication gaps.

Video and photo documentation provides proof of completed inspections.

All DST recordings and technical inspections are date and time stamped. Video and photos are incorporated into reports to ensure full transparency and validation that all maintenance services are completed or support repair recommendations.

Executive reports assist with capital asset management and planning.

The DST platform makes it easy to capture and manage important information about the condition and specifications of your HVAC equipment (including make, model, and serial number) to make informed capital asset repair or replacement decisions.

DST is compatible, sharable, and customizable to precisely fit your operation.

Inspection tasking sheets and workflows are customizable to meet your exact needs. Reports are easily exported and shared electronically in PDF format. Data is securely stored in the cloud and accessible from any iOS or Android device. DST's API compatible database can be automatically linked with ERP platforms.



Lower Total Ownership Costs

Use of data safely extends the life of existing equipment.

With DST, catastrophic breakdowns or the premature replacement of functioning equipment can be avoided by addressing equipment or component repairs based on predictive diagnostic data rather than ballpark recommendations.

Eliminate costs and environmental issues caused by undetected leaks.

DST's ultrasound diagnostic tool promptly detects air, gas or refrigerant leaks as well as electrical issues. Detected leaks can be repaired quickly to minimize the impact on operating expenses, equipment wear, and the environment.



"Being able to gather and trend data is important. DST provides data that enables us to validate all preventive maintenance work has been performed and be proactive to avoid unscheduled down time."

Senior VP of Facilities Solutions,
25+ Year Of Experience



The Discovery Sound Technology Difference

DST's patented technology redefines how ultrasound is gathered and utilized. Our solution transforms maintenance operations by empowering technicians with a diagnostic system to predict equipment failure, extend equipment life, and lower total costs.

- DST is an easy-to-use system that generates real-time diagnostics on equipment condition and life expectancy. Every reading is date and time stamped.
- DST digitally captures SoundEnergy™ and SoundSignature™ samples then quickly analyzes the readings using our patented SoundEvaluator™ processing method to identify equipment operating properly and those requiring attention.
- DST offers a self-calibrating, ultrasound diagnostic system that captures, analyzes, trends and documents large amounts of routine inspection data.
- DST is effective in detecting air, gas, or refrigerant leaks and identifying electrical issues before they become expensive undetected problems.

Piedmont Service Group equips our HVAC technicians with the technology to avoid unplanned downtime and lower the cost of ownership. Contact us today to begin the transformation of your HVAC maintenance program.

Piedmont Service Group
Building Efficiency and Sustainability

A Service Logic Company

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