

**CONTRACT DOCUMENTS**

***City of Lincoln  
Nebraska***

**Complete Care Service Plan  
GA15-125AFF S/N WUX585301  
Quote #18100569  
SOLE SOURCE**

**Hughes Machinery  
5955 S. 118<sup>th</sup> Circle  
Omaha, NE 68137  
402-951-1647**

## City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into by and between **Hughes Machinery, 5955 S. 118<sup>th</sup> Circle, Omaha, NE 68137** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents, to-wit:

For providing **Complete Care Service Plan for GA15-125AFF S/N WUX585301, Quote #18100569 (Sole Source)** and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; © provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Complete Care Service Plan GA15-125AFF S/N WUX585301,  
Quote No. 18100569 (Sole Source)**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**The City will pay for products/services, according to Attachment A, page 4 for  
Complete Care Service Plan, a copy thereof being attached to and made a part of  
this contract for an amount of \$1,531.92.**

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986.

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Attachment A
  3. Tax Exempt Certificate

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*W. E. Spind*  
Public Works & Utilities Director

Approved by:

Directorial Order No. 11671

Dated August 27, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

HUGHES MACHINERY Co.  
Name of Corporation

5955 S. 118<sup>th</sup> Circle OMAHA, NE 68137  
Address

By: *J. A. Flora*  
Duly Authorized Official

OPERATIONS MANAGER  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

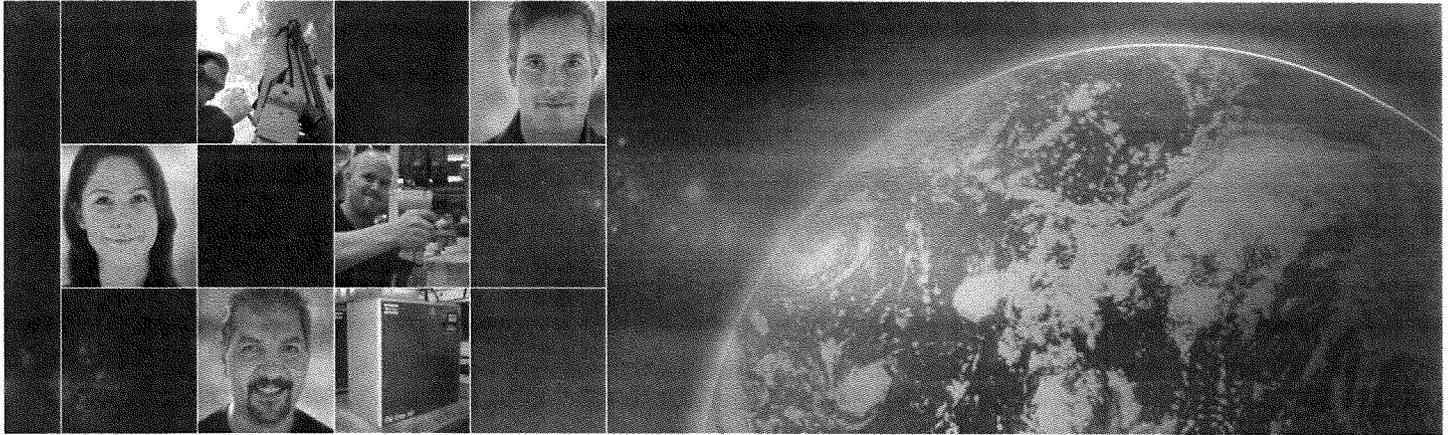
IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# Atlas Copco CTS



**Complete Care Service Plan (5-Year)  
Lincoln Public Works  
GA15-125AFF S/N WUX585301**

**Quote #18100569**  
Sales #803082

Committed to sustainable productivity.

May 30, 2014

Rod Hendrickson  
City of Lincoln  
901 West Bond Street, Suite 100  
Lincoln, NE 68521  
Cell: 402-416-1308

Dear Rod,

We appreciate your invitation to quote on a Service Plan.

Service plans are specially designed to assure our customers high equipment efficiency and availability at minimum overall costs and worry-free operation. Hughes Machinery will relieve you of the burden of maintenance planning and will take over responsibility for servicing your equipment on a regular basis.

When service is due, you will be notified and a mutually suitable date will be arranged. This will significantly reduce the chances of a breakdown, as potential problems will be recognised in advance and appropriate preventive measures can be taken before any problems occur and your production is jeopardized.

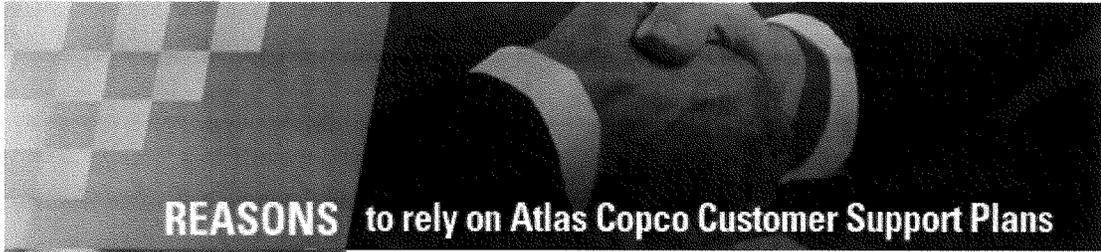
Hughes Machinery is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from you whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

**Dave Nosal**





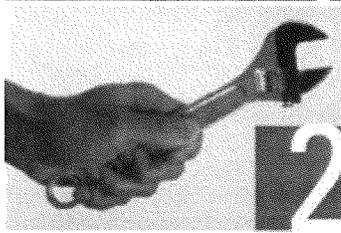
## REASONS to rely on Atlas Copco Customer Support Plans



1

### *Most cost effective approach*

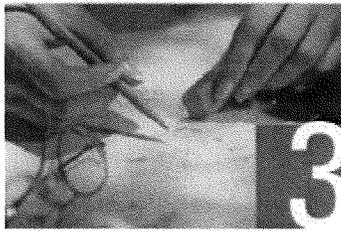
A periodic check of your installation keeps your maintenance costs down. And when the costs are fixed and known in advance, you will have less administration costs and avoid unbudgeted surprises.



2

### *Longer life expectancy of your compressor installation*

Regular maintenance significantly lowers the risk of deterioration and ensures that your installation will last longer. Our technician will notice and replace poorly working parts. A quick reaction and change of parts keep the machine running longer in working conditions.



3

### *Reliability, quality and productivity*

Regular and well-performed maintenance assures the reliability of your installation and the quality of your compressed air. This way you lower the risks of a possible loss of quality of your production or a breakdown followed by production loss, which ultimately leads to lower profitability.



4

### *Global presence, local service*

Atlas Copco Customer Support Plans are not limited by borders; from the extreme cold of Northern Canada to the deserts of central Australia, our approximately 3000 factory trained technicians are never more than a phone call away. Combined with our genuine parts distribution system, operating 24/7, you can rest assured your production continuity is in safe hands.



5

### *Energy savings*

Regular replacement of worn out parts combined with the use of genuine Atlas Copco parts make your compressed air installation last longer and cause a minimal average pressure drop, which leads to energy savings.

**Table 1 - Pricing and Services Summary**

Machine Description	Serial Nr	Yearly Running hours	Service Type	Planned visits	# of visits per year	Plan Duration	Number of oil changes	Oil type	Planned overhaul element included	Planned main motor overhaul included	Electrical parts included	Cooler cleaning included	Annual price
GA15FF PARTS	WUX585301	4000	Parts Only	ABABA	1.00	5	2	Roto-Xtend	N	N	N	N	\$ 719.77
<b>Service Charges <sup>(1)</sup></b>													<b>\$ 812.00</b>
<b>Total annual (net )price</b>													<b>\$ 1,531.92</b>

*Running hrs per year* - Estimated yearly running hours for each machine – in case limits are exceeded by 1.000h, pricing are subjected to review

*Type* - Type of agreement for each specific machine\*:

*Total visit schedule* - Foreseen preventive maintenances on the duration of this agreement

*Compressor element, main motor overhaul, electrical parts and cooler cleaning* – indicate if these parts (when quoting a TR) are included

(1) Service Charges include labor, mileage, per diem, shop supplies, and environmental fees.

\*More details referring to each service plan level can be found in the following pages of this quote, and also in the terms and conditions sheet.



**Activities list**

Equipment: GA15 7,5-10barFF- WUX585301	Available visits							
	Visit Type	I Visit	A Visit	B Visit	C Visit	D Visit	E Visit	F Visit
Check service readings (converter)			x	x				
Check oil level			x	x				
Check condition of air intake chamber			x	x				
Check condition of cooling fan assy (AC)			x	x				
Check/clean cooling fins			x	x				
Check operation seq.(multi-compr sites)			x	x				
Check LAT (FF units)			x	x				
Check rotation of cooling fan (FF units)								
Clean condenser (FF units)				x				
Change compressor oil filter			x	x				
Change air filter element(s)			x	x				
Check electrical components			x	x				
Change compressor oil (ZR/ZT: 2y)			x	x				
Grease motor bearings			x	x				
Change oil separator element			x	x				
Overhaul WSD(1 for Pack/2 WSDs for FF)				x				
Overhaul oil injection valve				x				
Change thermostatic valve				x				
Overhaul min. press valve				x				
Change coupling element(s)								
Overhaul element								
Overhaul main drive motor								
Check Elektronikon functions			x	x				
Change radial cooling fan assembly								
Check for air- water- & oil leakage			x	x				
Check safety valve+switches			x	x				
Check/clean condensate drain(s)			x	x				
Check/clean scavenge line			x	x				
Check oil- & aftercooler, clean extern			x	x				
Check temperatures and pressures.			x	x				

Unit type : GA15 7,5-10barFF , Serial N° : WUX585301

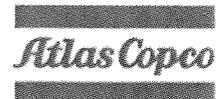
Visit schedule : ABABA

I visit			A visit			B visit			C visit		
Part	Qty	Description	Part	Qty	Description	Part	Qty	Description	Part	Qty	Description
			1451038905	1	FILTER AIR	2901056300	1	KIT AUTO DRAIN			
			2901086601	1	FILTER KIT GA15-22	2901118900	1	PREV MAINT KIT GA15-227,5-10B			
			2901107700	1	SCAVENGE LINE KIT	1310308346	1	KIT OIL ANALYSIS			
			1310308346	1	KIT OIL ANALYSIS	1310036837	2	OIL ROTO-XTEND 1 GALLON/PAIL			
						2901203314	1	FILTER KIT DD365			

**Definitions and Conditions:**

	Inspection Plan (IP)	Parts Plan (PP)
Machine inspection	✓	
Detailed visit reports with recommendations via email	✓	
All parts and lubricants required for preventive maintenance		✓
Expert labor included	✓	
Travel and mileage included	✓	
<hr/>		
Bumper to bumper warranty		
Breakdown parts and lubricants		
Breakdown labor		
Breakdown travel and mileage		
Planned compressor element and main electric motor overhaul <sup>1</sup>		
<hr/>		
Automated visit scheduling		
Automated parts ordering and shipping	✓	✓
Reliability related product updates	✓	
Priority service	✓	
Remote Monitoring via SMS and emails (AIRConnect Notification+) <sup>2</sup>		
<hr/>		
Fixed yearly price for contract duration	✓	✓

1. This table is an overview comparison of various Service Plans. Some of the below-referenced Service Plans might not be included in this Agreement. Refer to the 'Service Type' column in the Pricing and Services Summary to see which applies to your specific equipment.



**City of Lincoln Fixed-Price Air Compressor Service Plan for GA15-125AFF, WUX585301  
Quote #18100569**

The following conditions apply to the above:

1. This agreement may be cancelled by either party with 30 days written notice.
2. The customer is entitled for a refund for any services that haven't been performed but already paid for.
3. Hughes Machinery/Atlas Copco reserves the right to not renew a service agreement after expiry of the term.
4. Alternative air supply is not covered by service plans.
5. Breakdowns and repairs are not covered by this service plan.
6. Neither party shall be liable for any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of total or partial use of products, downtime cost, loss of profits or revenues.

This quote is valid for **30 days** from generation.

Number of invoices per year: 1

Agreement duration: 1 Year with Option to Renew for 3 Additional 1 Year Terms

**Important: In order to maintain fixed pricing, the PO for each additional 1 year term must be provided to Hughes Machinery 30 days prior to the end of existing annual agreement.**

P.O. / Contract # \_\_\_\_\_  
Expiry date \_\_\_\_\_

By signing this contract you are authorizing Hughes Machinery to automatically invoice as detailed above, using the PO/contract number stated in this document. This contract and the associated invoicing can be cancelled with 30 days written notice.

Pricing includes freight on Atlas Copco parts only.  
Pricing does not include Taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm  
Hughes Machinery TERMS AND CONDITIONS form an integral part of this quotation.

Quote Nr.:

**HUGHES MACHINERY COMPANY**

Signature \_\_\_\_\_  
Printed name Dave Nosal  
Date 1/29/14

**City of Lincoln**

Signature \_\_\_\_\_  
Printed name \_\_\_\_\_  
Date \_\_\_\_\_



**FCx PERFORMANCE, INC.**  
(Sometimes doing business as Hughes Machinery, Solares Controls, Amsco Sales, Simco Controls, or Simone Engineering)

**STANDARD TERMS AND CONDITIONS OF SALE OF GOODS**

- 1. DEFINITIONS USED HEREIN** - "Document" or "contract" means this document, including any attached pages and the terms and conditions contained herein. "Seller," "us" or "we" means FCx Performance, Inc. (sometimes doing business as Hughes Machinery, Amsco Sales Corporation or Simco Controls), including any successor or predecessor companies. "Buyer" or "you" means the buyer identified in this Document. "Goods" means the goods, equipment, materials, parts, supplies and/or services supplied by us to you as described in this document.
- 2. COMPLETE CONTRACT** - This document contains the complete and exclusive agreement between you and us regarding the terms of the sale of the Goods by us to you. This document supersedes and replaces all previous requests, quotations, orders or agreements concerning the Goods. Any additional or different terms will not become part of the contract or agreement for the sale of the Goods and are hereby objected to by us without further notice unless made in writing and signed by an authorized representative of each of seller and you.
- 3. PRICES** - All prices quoted are estimates only and are subject to change without notice. Freight-in and -out are prepaid and added to invoice, unless otherwise agreed. Note: Buyer is responsible for freight-in on "freight collect" shipments. Total price for services will be calculated based on our standard service rates in effect at the time the services are performed. Any applicable taxes or other governmental impositions, which we may be required to pay or collect, will be added to the price and paid by you unless we receive a valid exemption certificate. All prices and/or discounts are based on receiving an order for the quantities specified. Any change in quantity may result in a change in price and/or discount.
- 4. TITLE, DELIVERY AND RISK OF LOSS** - Unless otherwise specified, delivery points shall be the F.O.B. point specified by seller, but title to the Goods and liability for loss or damage in transit or thereafter shall pass to you upon our delivery of the Goods to a common carrier for shipment. Shipping dates are not guaranteed.
- 5. SHORT, DAMAGED OR DEFECTIVE GOODS** - Claims for Goods delivered short, damaged or defective (not due to fault of carrier) shall be filed with seller within ten days after date of shipment. Buyer's claims for shortages shall detail shipment weights and method of counting the Goods. Claims for Goods delivered short, damaged or defective as a result of the fault of the carrier will be handled by seller directly with the carrier.
- 6. PAYMENT** - Unless otherwise agreed by seller in writing, full cash payment is due within thirty days after the invoice date. Orders are subject to final approval by seller's credit department, which may require full or partial advance payment. If buyer delays order processing, partial payment based on the portion of the order completed shall then be paid. Pro rated payments shall be due as shipments are made. In the event buyer delays shipment, full payment shall be due thirty days from the date seller could have otherwise shipped the Goods. Storage shall be at buyer's risk and charges therefore shall be paid before shipment. If buyer does not pay on time, seller reserves the right to charge buyer 1 1/2% per month on the unpaid balance until paid. Seller reserves the right to process an electronic ACH debit to buyer's bank account in the event buyer presents seller with a check returned for non-sufficient funds.
- 7. INTERPRETATION - RESPONSIBILITY** - When plans and specifications are involved, you are responsible to verify our interpretation of them. When we offer substitutes on any proposal, you are responsible for their acceptability. If we deliver to you any literature concerning the Goods, you are responsible for becoming familiar with it.
- 8. EXCUSABLE DELAYS** - No liability shall result from delay in performance or non performance, directly or indirectly caused by circumstances beyond our control, which include, but are not limited to, Acts of God, fire, explosion, flood, war, terrorism, act of or authorized by any government, accident, labor trouble, or shortage or inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected.
- 9. LIMITED WARRANTY AND WARRANTY DISCLAIMER** - Seller warrants only to you that it has good title to the Goods sold hereunder and/or used to perform services, and will use its reasonable commercial efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of Goods that may prove defective in material or workmanship. Except as stated in the previous sentence, seller makes no other warranties concerning the Goods whatsoever. **SELLER DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Notwithstanding the foregoing, to the extent we are permitted and able, we will pass on and make available to you any warranties made by the suppliers and manufacturers of such Goods. In addition, we warrant our labor and workmanship for a period of 90 days after substantial completion of the services. Our obligations under this warranty are conditioned upon you notifying us of any alleged defect in our labor and workmanship promptly after discovery and in any event not later than 90 days after substantial completion of the services, and our satisfaction upon inspection that the warranty has been breached. In the event of a breach of this warranty, we will correct the defective labor or workmanship at our expense or, at our discretion, give you a credit in a reasonable amount on account of the defect but in no event in an amount greater than the paid price of the services hereunder.
- 10. LIMITATIONS OF REMEDIES AND DAMAGES** - You agree that our obligation described in the preceding paragraph is your sole and exclusive remedy, and that our total liability to you, your customers or to any other person, relating to this document, its performance or non-performance, or from the use of Goods furnished, is limited to the price of the Goods and/or services giving rise to the claim. Except as to title, such obligation and liability shall terminate at the end of the manufacturer's warranty period for the applicable Goods. **SELLER AND ITS SUPPLIERS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES INCURRED IN CONNECTION WITH THE GOODS, WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE,** including, but not limited to back charges; labor costs; costs of removal, replacement, testing or installation; loss of efficiency; loss of profits or revenues; loss of use of the Goods or any associated products; damages to associated products; lateness or delays in delivery; unavailability of Goods; cost of capital; cost of substitute Goods, facilities or service; downtime; or claims from your customers or other parties to you or directly to us for such damages.
- 11. HAZARDOUS BUSINESS** - You assume all risk and liability resulting from Goods delivered hereunder, whether used singly or in combination with other products. Unless otherwise agreed to by us in writing, Goods sold under this contract are not intended for use in connection with "safety-related" applications within any nuclear facility or any other hazardous activity such as aircraft, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. We disclaim any and all liability if our standard commercial products are used in any such applications.
- 12. GOVERNMENT CONTRACTS** - If you purchase Goods for sale to any U.S. government, state or local government agency, you are responsible to notify us of all government procurement conditions applicable to the sale when you request our quotation. We will review the conditions and advise you of our ability to comply. If any government action should place or continue limitations on the price provided for in this document such that it would be illegal or against public or government policy for us to charge, assess or receive the full amount or to increase such prices as determined by this document, then we shall have the option to (1) continue to perform under this document subject to such adjustments in prices that we may deem necessary to comply with such government action, (2) revise this document, subject to your approval, in order to most nearly accomplish the original intent of this document, or (3) terminate performance of the affected portions of this document without liability for any damages.
- 13. EXPORTS** - If you export any of the Goods sold hereunder, it is your responsibility to comply with all United States export control rules and regulations. We cannot be named as shipper or exporter of record for such Goods.
- 14. CANCELLATION** - Special orders may not be canceled. Other orders may be canceled upon written notice by Buyer within 7 days of the order; subject to a cancellation charge as determined by us that is based upon a percentage of the total amount due under the order.
- 15. ASSIGNMENT** - You may not assign or transfer this document without our consent, which will not be unreasonably withheld. We may assign or transfer this contract and our rights and obligations hereunder.
- 16. RETURNED GOODS** - You must obtain a written return authorization (RA) from us before returning any items and pay any resulting restocking charges as determined by us. We reserve the right to refuse delivery on all items returned to us without a valid RA. Any RA will be valid for 30 days from the date of issuance. Returned material must be received within that 30-day period, or the RA is void. You must prepay all freight. We will issue credit for freight where incorrect shipments have been made by us. All returned items must be new and unused. Special orders cannot be canceled or returned. All returned items must either be stock or non-stock items that we can return to the manufacturer.
- 17. APPLICABLE LAW** - This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Ohio, including the Ohio Uniform Commercial Code.
- 18. SEVERABILITY** - Invalidation of any of the terms provided herein shall not affect the validity of any other term.
- 19. WAIVER** - Waiver by us of your performance, or inaction with respect to your breach of any provision of this document, or failure of us to enforce any provision of this document, will not be deemed a waiver of future compliance herewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written.

Company Name \_\_\_\_\_

X  
Authorized Signature Please Print Name and Title Date \_\_\_\_\_

