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Chron

Maintenance Agreement

Contract #:000-32

Customer: MOT Charter School
1156 Levels Road
Middletown DE 19709

This Maintenance Agreement (AGREEMENT) is made on 01/19/2012 between **Summit Mechanical, Inc.** (Hereinafter CONTRACTOR) and **MOT Charter School** (Hereinafter CUSTOMER). The parties to this agreement agree that CONTRACTOR shall provide maintenance service for the equipment identified in the EQUIPMENT SCHEDULES, attached and made a part of this agreement, at the Location(s) specified herein and in accordance with the terms and conditions set forth in this agreement.

Maintenance Program: Prev. Maintenance

The AGREEMENT coverage will be for a period of 1 year FROM 02/01/2012 through 01/31/2013

The AGREEMENT price is \$6,075.00 payable in 2 payments of \$3037.50 in advance beginning on the effective date of 02/01/2012

SCHEDULE(S) INCLUDED

- Schedule 1 – Terms and conditions
- Schedule 2 – Locations
- Schedule 3 – Air Filter Service
- Schedule 4 - Inventory of Equipment
- Schedule 5 - Special Services/Provisions

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

Summit Mechanical, Inc.

By: _____
Approved for Summit Mechanical Inc.
Edward Mendez – Service Estimator

MOT Charter School

By: *Linda J Jennings*
Signature (Authorized Representative)

Linda J Jennings
Name (Print/Type)

Date: _____

Date: *2/13/2012*

*Linda, Meryl and I
have looked this over
and we need your
signature.*

MOT Charter School

*Thanks,
Scott*

Parent Initials *SS*

Terms and Conditions

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

CONTRACT WILL PROVIDE THE FOLLOWING MAINTENANCE SERVICE FOR THE BUILDING MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 2 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor and travel labor required to visually inspect and test equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); flue gas analysis; safety controls combustion and draft; crankcase heaters; control system(s), etc.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor and travel labor required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

CLEANING coil surfaces; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin sump and float; chiller, condenser and boiler tubes, etc.

ALIGNING belt drives; drive couplings, etc.

CALIBRATING temperature and pressure controls, etc.

TIGHTENING electrical connections; mounting bolts; pipe clamps, etc.

ADJUSTING belt tension; refrigerant charge; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor unloaders; dampers close-off; sump floats, etc.

LUBRICATING motors; fan bearings; valve stems, fan vane linkages, etc.

REPAIR AND REPLACE: Job labor and travel labor required to repair or replace broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of components, parts and supplies required to keep the equipment operating properly and efficiently.

Terms and Conditions continued

[x] This agreement has been designed to provide the customer with a preventive maintenance program for the air conditioning and heating equipment described on page 4 of this proposal.

[x] The scope of this agreement is as described on Page 2 of the proposal, covering the equipment listed on subsequent pages.

[x] Scheduled maintenance includes **Spring Start-Up** and **Winter Start-Up** of the equipment.

[x] 0 filter changes per year are also included in this agreement.

[x] Incidental material costs such as lubricants, oil, and belts used during scheduled maintenance are included in this agreement.

[x] All service will be carried out by a fully qualified HVAC service technician.

[x] Service technicians will sign-in and report to whomever the customer deems necessary before beginning any work. Upon completion of any work, a service report will be filled out and submitted for signature by the customer.

[x] No work beyond the scope of this contract will be performed without the prior permission of the customer.

[x] The rate of extra work is as follows:

\$86.00 per hour Monday through Friday (7:30 a.m. to 4:00 p.m.)

\$129.00 per hour for service other than regular hours.

[x] Asbestos Hazard Clause: Contractor's obligation under this proposal and any subsequent contract does not include the identification or removal of any asbestos products, or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or material and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Locations Covered

Service Will Be Provided at the Following Location(s):

Client Location	Address
1 MOT Charter School	1156 LEVELS RD Middletown DE 19709

Inventory of Equipment

Location #: 1.00 MOT Charter School

Unit	Description Manufacturer	Site Location Model #	Serial #	Tonage
1	Cabinet Heater Trane	School Hallways FFEB0407		
2	Cabinet Heater Trane	School Hallways FFEB0407		
3	Cabinet Heater Trane	School Hallways FFEB0407		
4	Cabinet Heater Trane	School Hallways FFEB0407		
5	Cabinet Heater Trane	School Hallways FFEB0407		
6	Cabinet Heater Trane	School Hallways FFEB0407		
7	Cabinet Heater Trane	School Hallways FFEB0407		
8	Cabinet Heater Trane	School Hallways FFEB0407		
9	Cabinet Heater Trane	School Hallways FFEB0407		
10	Cabinet Heater Trane	School Hallways FFEB0407		
11	Cabinet Heater Trane	School Hallways FFEB0407		
12	Packaged Rooftop Trane	Roof YSC048A		
13	Packaged Rooftop Trane	Roof YSC048A		
14	Packaged Rooftop Trane	Roof YSC048A		
15	Packaged Rooftop Trane	Roof YSC048A		
16	Packaged Rooftop Trane	Roof YSC048A		
17	Packaged Rooftop Trane	Roof YSC048A		
18	Packaged Rooftop Trane	Roof YSC048A		
19	Packaged Rooftop Trane	Roof YSC048A		
20	Packaged Rooftop Trane	Roof YSC048A		
21	Packaged Rooftop Trane	Roof YSC048A		
	Packaged Rooftop Trane	Roof YSC048A		

Inventory of Equipment

Location #: 1.00 MOT Charter School

Unit	Description	Site Location	Manufacturer	Model #	Serial #	Tonage
23	Packaged Rooftop Trane	Roof		YSC048A		
24	Packaged Rooftop Trane	Roof		YSC048A		
25	Packaged Rooftop Trane	Roof		YSC048A		
26	Packaged Rooftop Trane	Roof		YSC048A		
27	Packaged Rooftop Trane	Roof		YSC048A		
28	Packaged Rooftop Trane	Roof		YSC048A		
29	Packaged Rooftop Trane	Roof		YSC048A		
30	Packaged Rooftop Trane	Roof		YSC048A		
31	Packaged Rooftop Trane	Roof		YSC048A		
32	Packaged Rooftop Trane	Roof		YSC048A		
33	Packaged Rooftop Trane	Roof		YSC048A		
34	Packaged Rooftop Trane	Roof		YSC048A		
35	Packaged Rooftop Trane	Roof		YSC048A		
36	Packaged Rooftop Trane	Roof		YSC048A		
37	Packaged Rooftop Trane	Roof		YSC048A		
38	Packaged Rooftop Trane	Roof		YSC048A		
39	Packaged Rooftop Trane	Roof		YSC048A		
40	Packaged Rooftop Trane	Roof		YSC048A		
41	Packaged Rooftop Trane	Roof		YSC048A		
42	Packaged Rooftop Trane	Roof		YSC060		
43	Packaged Rooftop Trane	Roof		YSC060		
	Packaged Rooftop Trane	Roof		YSC060		

Inventory of Equipment

Location #: 1.00 MOT Charter School

Unit	Description	Site Location	Manufacturer	Model #	Serial #	Tonage
45	Packaged Rooftop Trane	Roof		YCH300B4HOGA		
46	Packaged Rooftop Trane	Roof		YCH300B4HOGA		
47	Packaged Rooftop Trane	Roof		YSC036A		
48	AHU Trane	Ceiling		TUX080C942A		
49	Condensing Unit Trane	Ground Level		TTR2042		
50	DDC Controls Trane	Building		Tracer Summit		
51	VAV Box Trane	Ceiling		VADA06B00P0		
52	VAV Box Trane	Ceiling		VADA06B00P0		
53	VAV Box Trane	Ceiling		VADA06B00P0		
54	VAV Box Trane	Ceiling		VADA06B00P0		
	VAV Box Trane	Ceiling		VADA06B00P0		
56	VAV Box Trane	Ceiling		VADA06B00P0		
57	VAV Box Trane	Ceiling		VADA06B00P0		
58	VAV Box Trane	Ceiling		VADA08B00P0		
59	VAV Box Trane	Ceiling		VADA08B00P0		
60	VAV Box Trane	Ceiling		VADA08B00P0		
61	VAV Box Trane	Ceiling		VADA08B00P0		
62	VAV Box Trane	Ceiling		VADA08B00P0		
63	VAV Box Trane	Ceiling		VADA12B00P0		
64	VAV Box Trane	Ceiling		VADA12B00P0		
65	Cabenit Heater Trane	Ceiling		FFEB0307		
F	Cabenit Heater Trane	Ceiling		FFEB0307		

Inventory of Equipment

Location #: 1.00 MOT Charter School

.it	Description Manufacturer	Site Location Model #	Serial #	Tonage
67	Cabenit Heater Trane	Ceiling FFEB0307		
68	Cabenit Heater Trane	Ceiling FFEB0307		
69	Cabenit Heater Trane	Ceiling FFEB0307		
70	Cabenit Heater Trane	Ceiling FFEB0307		
71	Cabenit Heater Trane	Ceiling FFEB0307		

Special Provisions

* This Maintenance Agreement does not include filter changes but does include 2 yearly inspections of all equipment listed.

These 2 inspections consist of 1 spring start and 1 winter start-up.

This includes coil cleaning and heater check out and start-up of systems.

Thank you for the opportunity to be of service. If you have any questions please do not hesitate to call. 302-836-8814

Eddie Mendez
Operations Manager

