



# HVAC/R Preventative Maintenance Agreement

**Proposal Prepared For:**

**Wells County Public Library (Ossian)**

**Regarding:**

**207 N Jefferson St.  
Ossian, IN 46777**

**Attn:**

**Sarah MacNeill**

**08-19-2021**

**Prepared By: Josh Gerber**



Thank you for the opportunity to quote this preventative maintenance agreement. Felger Hart Incorporated (FHI) will perform (2) preventative maintenance inspections on the equipment listed.

The services to be provided under this Preventative Maintenance Agreement are designed to keep your equipment operating efficiently and effectively and reduce the risk of unplanned downtime.

Authorization of this PMA entitles your company to Preferred Customer Status (PCS) which entitles you to the current Preferred Customer Rate (PCR) for all services on all equipment at your facility for the duration of the PMA period selected.

**Current Rates:**

PCR = Preferred Customer Rates:

- Regular Business Hours (8:00am - 4:30pm M-F) - \$100/hr
- Overtime (Evenings, Overnight, and Saturdays) - \$150/hr
- Holidays and Sundays (12:00am to 8:00am next day) - \$200/hr
- Flexible Rate Fuel Charge - \$20/trip/truck/day

SCR = Standard Customer Rates:

- Regular Business Hours (8:00am - 4:30pm M-F) - \$110/hr
- Overtime (Evenings, Overnight, and Saturdays) - \$165/hr
- Holidays and Sundays (12:00am to 8:00am next day) - \$220/hr
- Flexible Rate Fuel Charge - \$25/trip/truck/day

**Competency:** Our Mission at FHI is “To provide quality HVACR services resulting in a positive customer experience every time”. FHI does only commercial and industrial work. Our technicians who perform each Preventative Maintenance inspection are trained and experienced in servicing complex commercial and industrial HVACR equipment.

**Response Time:** FHI provides 24 hr. service, 365 days a year. As a Preferred Customer your company will have service priority over other customers who are not on Preferred Customer Status. Even during peak busy seasons, FHI maintains a very fast response time.

**Reporting:** Upon completion of each inspection, a service report on all units covered in this PMA and a list of items in need of service/repair will be submitted to the Maintenance Director or requested staff personnel via email and archived internally for future reference if needed. An invoice for your PMA inspection fee will be submitted to your designated controller or account representative following your PMA inspection. Approved service/repairs will be invoiced separately from the services provided under this PMA at the then Preferred Customer Rates.

**Note:** All critical repairs will be reported to the customer for approval prior to leaving the site.

**All service work will be completed on time and material or quoted as requested by the customer per the “Preferred Customer Rates” above.**

Felger Hart provides comprehensive service on almost every brand and type of Commercial / Industrial heating and air conditioning equipment, including some of these options that might benefit you:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Refrigeration</li> <li>• Comprehensive Filter Service (including metal frame and pad)</li> <li>• Packaged Rooftop Units</li> <li>• Make Up Air Units</li> <li>• Paint Booth Burners</li> <li>• Waste Oil Heaters</li> <li>• Radiant Tube Heaters</li> <li>• Smoke/Dust Removal Systems</li> <li>• Infrared Heaters</li> <li>• Gas Furnaces</li> <li>• Exhaust Fans</li> <li>• Air Turn Over Units</li> <li>• Commercial Building Controls</li> </ul> | <ul style="list-style-type: none"> <li>• Hot Water Heaters / Boilers</li> <li>• Split System Air Conditioners</li> <li>• Air Source Heat Pumps</li> <li>• PTAC Units and Heat Pumps</li> <li>• Energy Recovery Equipment</li> <li>• Ice Machines</li> <li>• Cooling Towers</li> <li>• Chillers</li> <li>• Mini-Split Systems</li> <li>• Pumps</li> <li>• VAV Systems</li> <li>• Mist Collection</li> <li>• Air Cleaners</li> </ul> |
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## **Service's Provided if Applicable**

**Chillers** – FHI will inspect compressors, compressor contactors, meg compressor windings, crankcase heaters, refrigerant charges, high side and low side pressures, sight glass, condenser fan contactors, condenser fan amp draw, condenser coils, hot gas bypass operation, oil level, test glycol, check safety controls, temperature controls, valves, fault codes and system specific components. General visual inspection for leaks or damage.

**Furnaces/Air Handlers** – FHI will inspect the electrical connections and mechanical operation of the entire unit including blower motor, pulleys, belts, grease blower bearings, blower contactors and evaporator coil condition. We will clean the flame rod, check the ignitor, and inspect the burners and the heat exchanger. We will inspect condensate drain pan and clean condensate trap.

**Condensing Units** – FHI will inspect the refrigerant charge and superheat. We will inspect the condenser fan motor, condenser fan blade, compressor contactor and condenser coil condition.

**Rooftop Units** – FHI will inspect the electrical connections, mechanical operation, heating and cooling operation as well as the overall condition of the unit. We will inspect the condenser fan motors, condenser contactors, compressor contactors, condenser coil condition, refrigerant charge, superheat and visually inspect for any leaks. We will inspect electric heaters and components, inspect the burners and the heat exchanger, clean the flame rod, and check the ignitor, blower motors, belts, pulleys, bearings, economizer dampers and operation. We will inspect evaporator coils, drain pans, and blow out drain lines and traps.

**Make Up Air Units** – FHI will inspect the belt condition and tension, pulleys, blower motor operation, blower contactor, motor bearing condition, blower bearing condition, grease bearings, blower wheel condition, damper condition, damper operation and lubricate dampers. We will inspect the burner orifice condition, drill orifices annually, inspect burner plate condition, clean flame rod, clean the scanner, clean ignitor and check condition. We will inspect for proper flame modulation, flame signal and discharge air temp.

**Boilers** – FHI will inspect/check: electrical, voltage, flame sensor, ignitor, burners, heat exchanger (if accessible), contactors, heat staging, safeties, venter operation, pressure switches, manifold pressure, gas valve, and system specific components.

**Radiant Tube Heat** – FHI will inspect the blower housing and blow out any dirt, inspect and clean the ignitor (as needed). We will examine the burner nozzle, primary air holes, and main orifice for dirt build up. We will visually inspect safety controls, gas valve, air switch and wiring. Check the tube heat exchanger.

**Unit Heaters** – FHI will inspect the blower motor, bearings and fan blade. We will inspect the pilot/ignitor and clean the thermocouple.

**Electric Baseboard Heaters** – FHI will inspect the electrical and check amp draw.

**Exhaust Fans** – FHI will inspect bearings, belts, pulleys, amp draw and grease.

**VAV Boxes** – FHI will inspect bearings and lubricate, check blower motors, electric heat amps, resistance, & dampers.

**Cooling Towers** – FHI will inspect the belt condition and tension, pulleys, grease bearings, lubricate dampers, check sump heater and drain and clean the sump. (Sump will be drained and cleaned annually).

**Condenser coils** – All condenser coils and economizer filters will be chemically cleaned and washed.

**Air Filters** – All pleated air filters will be changed at each inspection.



**FELGER HART, INC.**

## **Equipment to be Inspected**

- ACU 1- BRYANT CONDENSER
- AHU 1- BRYANT FURNACE      FILTER (1) 24X25X4
- ACU 2- BRYANT CONDENSER
- AHU 2- BRYANT FURNACE      FILTER (1) 24X25X4
- ACU 3- BRYANT CONDENSER
- AHU 3- BRYANT FURNACE      FILTER (1) 24X25X4
- (1) AO SMITH WATER HEATER



## Annual PMA Agreement Options:

PMA (2) inspections.

Includes (1) heating & (1) cooling inspections.

Includes (1) Condenser coil cleaning and twice a year filter changes

\$ 1,420.00

Grand total of annual PMA:

\$ 1,420.00

Josh Gerber:  
Account Manager

Josh Gerber

Date: 08-19-2021

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_



## General Provisions

Any alteration or deviation from the above specifications, including but not limited to any alteration or deviation involving additional equipment, material and/or labor costs, will be executed only upon a written order, signed by Customer and FHI, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this PMA.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. FHI may at its discretion engage subcontractors to perform work hereunder, provided FHI shall fully pay said subcontractor and in all instances, remain primarily responsible for the proper completion of any work under this PMA.
3. All change orders must be in writing and signed both by Customer and FHI to be binding, and will be incorporated in, and become a part of this PMA.
4. FHI shall at its own expense obtain all permits necessary for the work to be performed under this PMA.
5. FHI agrees to remove all debris caused by the PMA services and leave the premises in broom clean condition.
6. In the event Customer fails to pay any payment due under this PMA, FHI may cease work without breach of this PMA pending payment or resolution of any dispute. **All payments made via credit/debit card subject to a 3% processing fee.**
7. This PMA is governed by the laws of the State of Indiana. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this PMA must be brought against any of the parties in the courts of the State of Indiana or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Indiana, and each of the parties hereby consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to personal jurisdiction or venue. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, whether within or without the State of Indiana in accordance with the applicable rules of trial procedure. Customer hereby waives any right to a trial by jury.
8. FHI shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of labor or materials. Preventative Maintenance inspection dates are approximate and will vary based on FHI's work schedule.
9. Services under this PMA only include inspection services for Customer's equipment listed in the "Equipment Covered" section of this PMA.
10. This PMA shall renew automatically from year to year until it is canceled by either FHI or the customer. Customer must provide a written notice no less than 30 days from the auto renew date. FHI reserves the right to cancel this contract at any time.

### **Indemnification**

Each party agrees to indemnify, defend and hold harmless the other party and its respective agents, employees, subcontractors, successors and assigns from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from either party's performance under this PMA or the condition of the Customer's premises or equipment to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this PMA by the indemnifying party, its agents, employees, or subcontractors.

### **Limitation of Liability**

Notwithstanding anything to the contrary, in no event shall FHI be liable for any special, incidental, indirect, consequential, punitive or exemplary damages (including without limitation refrigerant loss, business interruption, lost revenue, lost profits) even if a party has been advised of such possible damages or if the damages were reasonably foreseeable and regardless of whether the cause of action is framed in contract, negligence, any other tort, warranty, strict liability, or product liability.

### **Insurance**

FHI represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work, or for such longer term as may be required by this PMA, in a company or companies lawfully authorized to do business in the State of Indiana, liability insurance in the minimum amount of \$1,000,000 and worker's compensation insurance as required by law.

### **Customer Breach**

Each of the following events or conditions shall constitute a breach by Customer and shall give FHI the right, without an election of remedies, to terminate this PMA, require payment prior to work performed, or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to FHI for all services rendered to the date of termination and all damages sustained by FHI for Customer's breach of this PMA: (1) failure by Customer to pay amounts within terms; (2) a general assignment by Customer for the benefit of its creditors, Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or if any steps are taken for the winding up or other termination/dissolution of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of Customer's assets or interests; or (3) failure by Customer to perform or comply with any material provision of this PMA.

### **Notice of Transfer**

Customer agrees to provide FHI written notice of any change in ownership of Customer's facility or Customer's property management company. Customer agrees to remain liable and responsible for all fees for services and materials provided under this PMA until such written notice is received by FHI.

### **Authorization**

The individual signing this PMA for and on behalf of Customer represents and warrants that either he/she has been authorized to do so or that the execution of this PMA is within the scope of the undersigned's authority, and that this PMA is a legal and binding obligation of Customer, enforceable in accordance with its terms.

### **Invoicing and Payment**

Customer agrees to pay FHI's invoices within net 30 days of invoice date. Customer agrees that FHI may add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 2.0% of the principal amount due at the end of each month. Customer agrees to pay all costs (including reasonable attorneys' fees) incurred by FHI in attempting to collect amounts due and otherwise enforcing the terms and conditions of this PMA. FHI may elect to place a mechanics lien on the property where work was performed if an invoice is 30 days past due.

### **Additional Terms**

Work approved in writing and performed beyond the scope of this PMA will be billed on a time and material basis at FHI's normal and customary rates.

### **Entire Agreement**

This PMA constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of the services to be provided; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by both parties.