

Temperature Control Services

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LIC# 55000

Air conditioning * refrigeration
Commercial kitchen equipment
4012 s. Rainbow #K315. Las Vegas, NV 89113
(702)283-3077 (702)314-2244

Name: Nevada Affordable Housing
Job Address: 3016 W. Charleston # 160
Billing Address: Same
Attention: Verise V. Campbell

Type of service Agreement: **Preventative maintenance contract A/C & Heating**

1. Upon acceptance of this agreement, Temperature Control Services will maintain the systems consisting of the component described in "Schedule A". We will use trained technicians directly employed or supervised by us. They will be fully qualified to keep your refrigeration/air conditioning equipment performing at its optimum.

We have designed your proposal to include the following items in order to insure that you receive the maximum benefits for each energy dollar you spend.

a. Regular and systematic maintenance inspections at approximately the following scheduled intervals.
 30 days 60 days 90 days 6months Once Yearly

OTHER: Include filter change
N/A 100% labor for emergency breakdowns. (See Pg.3-5 General Provisions)

N/A 100% labor for inspections

N/A 100% materials necessary for inspections and emergency breakdown repairs; including compressors and motors.

24-hours service, 365 days per year (See Pg.3-5 General Provisions)

Fast service response for emergency breakdowns.

Recommendations for your approval of any changes, additions, or alterations to the existing equipment that we believe will enhance your overall operations.

Written reports following each inspection or emergency breakdown repair.

3. During our inspections, we will perform the following services as required your equipment systems operating properly and to minimize/eliminate emergency breakdowns. Those items that are unnecessary, in our judgment, for your program are so indicated by (NA).

Check performance of major components.

Check for proper voltages.

Adjust amperages as necessary.

Lubricate motors and bearings as necessary.

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- ___ Adjust belt tensions.
- ___ Tighten electrical connections from the load side of the compressor circuit breaker to the compressor motor.
- ___ Check system pressures.
- ___ Check for refrigerant leaks.
- ___ Check for coil cleanliness.
- N/A Drain, flush, and refill evaporative condensers and/or cooling towers during the cooling season as needed, and drain water at time of winter shutdown inspection.
- N/A Maintain chemical treatment in your water system to minimize corrosion deterioration, or scale/algae build-up.
- N/A Provide a written water sample analysis report on cooling towers and evaporative condensers (seasonally).
- ___ Change air filters as necessary.
- ___ Adjust air distribution.

- ___ Check all capacity, temperature, and safety devices which control the equipment, except recording or portable items.

- N/A Check dampers and damper motors of air handling equipment.

4. These items (to include labor and materials required) are not covered in this contract and will be the responsibility of the owner/purchaser.

- ___ Domestic water piping and plumbing, air ducts, sheet metal, carpentry, and equipment not listed in Schedule A.

- ___ Circuit breakers, magnetic starters or reset buttons (fuses will be covered).

- ___ Decorative casings and painting for appearance.

- ___ Standby service or repairs necessitated by main power failures or fluctuations, or water main interruptions.

- ___ Updating of equipment to meet code requirements.

- ___ Replacement of equipment beyond practical repair or equipment not replaced when it is beyond repair. A unit (newer than ten years) is beyond repair if the cost of repairs exceeds 50% of the cost of a new unit. A unit (older than ten years) is beyond repair if the cost of the repairs exceeds 25% of the cost of a new unit.

- ___ Underground refrigerant leaks and Freon necessary as a direct result of such a leak.

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____ Repairs to the body of water-cooled system. All other parts are covered, such as motors, pumps, and float valves.

General Provisions

____ All work under this agreement will be performed during normal working hours, which is 7:30 a.m. to 5:00 p.m. Monday through Saturday. Work performed on Sundays, holidays, and exceeding working hours will be billed at an additional price of \$40.00 per hour over and above the contract. A minimum of two hours after 12:00 a.m. to 5:00 a.m. Items found to be defective, or in need of replacement or correction, will be reported to properly designated personnel. The owner/purchaser or his designated representative prior to the work being done must approve additional charges for labor and materials. All other HVAC contractors will be off limits unless TCS representative is present.

____ It is understood that his agreement does not include any repairs, replacement, or service necessitated by improper operation, negligence of your employees, misuse of the equipment, damage by freezing or icing, bad house-keeping, or damage to the system for the vibration or electrolytic action, corrosion, vandalism or any other cause beyond our control or if you install motors or parts that we should be installing.

____ It is agreed that Temperature Control Services will not be liable for any default or delay in performance caused by any contingency beyond their control, nor will they be responsible for any injuries to persons (except personnel directly employed by them), any damage or loss of product, income or profits, due to the malfunctioning of the equipment.

____ It is understood that Temperature Control Services by acceptance of this agreement, certifies that they carry employee liability, property damage, and workman's compensation insurance, and agree to hold the owner/purchaser harmless from any and all claims in connection with their performance of this agreement. Temperature Control Services will supply the owner/purchaser with certificates of insurance if requested.

____ It is agreed that, in order for Temperature Control Services to perform their obligations under this agreement, that they shall be free to start and stop the equipment as necessary upon notification to the building manager or his representative.

____ It is agreed that the owner/purchaser will provide a reasonable means of access to the equipment and that any removal, replacement or refinishing of the building structure or removal of any product or debris will be responsibility of the owner/purchaser.

Either party may terminate this agreement by giving 30 days written notice. Cancellation must be based on, but is not limited, to the following:

1. Non-performance by Temperature Control Services of the services and/or provisions of this agreement. Specific instances must be cited.
2. Non-payment of either monthly installments or special additional charges that had been approved by the owner/purchaser or his agent.
3. Additions, alterations, adjustments or repairs to the systems by others without prior written approval by Temperature Control Services.
4. Mutual agreement by both parties.

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_____ This agreement shall be binding upon both parties, their representatives, and their successors.

Specific Provisions

- a. Upon acceptance of this agreement by both parties, Temperature Control Services Maintenance Agreement shall commence on (5/1/17) for an initial period of one (1) year ending (5/1/18) and shall automatically renew on a year to year basis thereafter, unless terminated by either party in accordance with previously stated provisions. Contract will automatically renew after 1 year for an additional 1 year if not canceled.
- b. Temperature Control Services Maintenance Contract will be furnished for (\$1040.00) including all applicable taxes. Payment will be at 3 MONTHLY ADVANCED RATE of (\$260.00). This price is not subject to annual adjustments until the first (1) one year term is completed, on the first day of each contract year, for changed in labor and material costs of additions, deletions, or alterations to the equipment. Forty-five days written notice must be given for any increases/decreases in this price.
- c. All equipment must be up to the Manufacturer’s and Temperature Control Services standards before this agreement is initiated. Temperature Control Services will bill labor and materials necessary for these repairs to the owner/purchaser at the current normal customer rates. Equipment not up to acceptable standards will be excluded from the services and provisions of this agreement, pending completion of all work required.

The following attachments are an integral part of this agreement.

- Schedule A.....Equipment
- Schedule B.....Exclusions
- Schedule C.....Inspection and Maintenance Program

Schedule A

Equipment list - 4 X 5 ton units

SCHEDULE “B”

There shall be no liability under this agreement:

A. There shall be no structural alterations to the premises within the equipment included is installed, necessary for services or parts repair or replacement as provided for in this agreement. Any and all painting, repair or patching of building or of insulation for chiller or piping, if necessarily removed access to equipment being serviced, is **NOT INCLUDED**.

For any default, delay in performance or extraordinary damage hereunder caused by any contingency beyond our control, including war, government restrictions or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.

That which in any way duplicated protection provided under any other existing warranty or contract.

For system design or performance in maintaining design conditions except through failures of equipment specifically covered herein.

For failure to discover to discover necessitating repairs or replacement.

This agreement does not cover electrical service, duct work insulation, recording instruments, gauges, thermometers or thermostats, water supply and drains, air volume adjustment, plumbing or piping work required by the government and other codes and regulations, nor any services performed beyond those specifically enumerated herein.

TERMS

Payment for preventive maintenance services shall be in advance or by progress billing. Payment terms on progress billing shall be Net 30 days. This agreement may be terminated upon nonpayment of any amount when due. Notification will be made of any payment which is not received when due and if payment is not made within 10 days from the date of such notice, full amount of the entire contract is going to apply and charged. And Temperature control services shall have no further obligation of any nature whatsoever.

SCHEDULE "C"

Inspection and Preventive Maintenance For Full Service Program

The preventive maintenance program as outlines below provides periodic equipment and system inspections to guarantee minimum downtime and reduce the expense and inconvenience of major repairs. This program is designed to provide inspections.

Preventive maintenance inspections:

1. Tighten all control panel electrical connections.
2. Check for proper refrigerant charge.
3. Check for proper oil level.
4. Check suction, discharge and oil pressures.
5. Check system pump-down.
6. Check starting sequence.
7. Check settings of operating and safety controls.
8. Check contacts for arcing.
9. Check crankcase heater.
10. Check motor amps
11. Check for oil leaks
12. Leak test refrigerant system (as required).
13. Check for unusual vibration or noises.
14. Check general operation of system.
15. Check operators log.
16. Review operating procedures with operating personnel.
17. Provide written report of activities completed and indicate all detected deficiencies.

Following items as applicable:

A. Air handlers, condenser, cooling tower fans.

Grease bearings.

Check belts; wear and alignment.

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Peak load operating inspection.

1. Complete operating log for 90-minute period at 15-intervals.
2. Check gauges and thermometers for calibration.
3. Check flow through evaporator and condensers (provided that gauges or gauge ports are installed.)
4. Check cylinder unloader operation and adjust as required
5. Check superheat settings of TXV(s).
6. Check operation of hot gas bypass and adjust as required.
7. Check efficient output of compressor.

Annual major maintenance:

8. Meg compressor motor.
9. Check motor terminal connections.
10. Change oil as required.
11. Leak test refrigerant system.
12. Test and calibrate all safety and interlocking controls
13. Tighten all flanges and fittings.

Emergency service:

14. Provide emergency service including ALL LABOR to repair equipment.
15. Service calls include diagnosis of trouble, adjustment or resetting of controls; repair labor included.

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ACCEPTANCE

The above type, items, services, general and specific provisions, and noted attachments are hereby accepted. The signatories of this agreement warrant and guarantee that they are authorized to execute this agreement on behalf of their corporations.

Executed this Day of 2017.

Accepted by
T C S

Signature

Signature

Name (Print)

Name (Print)

Title

Title

Date of Acceptance

Date of Acceptance