Commercial Proposal Agreement Form

Maintenance Proposal

GENERAL TERMS AND CONDITIONS

1. The Service Company agrees to provide a comprehensive maintenance program designed to reduce your utility and repair costs, after any existing defects are corrected.
2. The Customer agrees to furnish safe, reasonable access to the building and covered equipment. If required, the Customer will remove any material, fixtures or walls so adequate access can be gained to the equipment.
3. This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non-moving parts such as ductwork, vessels boiler shells, tubes, vents, flues, grilles, tower fill or refectory material. The Service Company shall not be required to furnish any equipment, service or materials or to perform tests, or make any modifications that have been recommended or required by any insurance company, governmental authority, equipment vendor or regulatory authority, or pay any future taxes imposed by any governmental agency.
4. The Service Company shall not be liable for:
	1. Damage or loss resulting from freezing, corrosion, electrolysis, vibration, plumbing stoppage, failure of any utility service, low voltage condition, lighting, single phasing or other electrical abnormalities;
	2. Damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism or improper operation of equipment by customers, employees, agents or tenants;
	3. Damage, loss of delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other cause beyond its control;
	4. Any accident, injury, damage, or loss to equipment personnel, property or revenue unless directly caused by its negligence;
	5. Any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, process or facilities;
	6. Any identification, abatement, encapsulating or removal of any hazardous material including those containing asbestos. If any hazardous materials are detected during the course of work, the Service Company can discontinue the work until the hazard has been eliminated, and shall receive an extension equal to the time of delay to complete the work. The Service Company reserves the right to be compensated for any loss due to the delay caused by asbestos or any other hazardous material.
5. Unless otherwise noted, the Service Company shall not be liable for starting and stopping equipment, space temperature regulation, air or water balance, indoor air quality, equipment relocation or maintenance or repair other than during normal working hours. If Customer requests work be performed work be performed other than during normal hours, the Customer agrees to reimburse the Service Company for overtime pay or additional charges.
6. The Service Company shall use ordinary care in performing the tasks outlined in this agreement. No inspection shall guarantee the condition of the equipment or eliminate obsolescence and normal ware.
7. The occurrence of any of the following without the prior written consent of the Service Company will constitute a default:
	1. Failure by the Customer to make any payment due within ten days after it becomes due and payable;
	2. Any alterations, additions, adjustments or repair to covered equipment, by anyone other than the Service Company,
	3. Breach by Customer of any term of this Agreement. If the Service Company brings legal action to enforce this Agreement, and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages.
8. This Agreement begins on the date of acceptance and shall remain in force for the term stated. There-after, it shall be automatically renewed and shall continue in effect for successive renewal periods of one year unless either party give the other written notice of termination at least 30 days before the anniversary date. With 45 days written notice, the Service Company may add or delete equipment of services and increase or reduce the Agreement price. Customer shall have the right to terminate if any changes are not acceptable.
9. This Agreement contains the entire understanding between the Service Company and the Customer. Any modifications, amendments or changes must be in writing and signed by both parties.

Peak performance Service Agreement

Supplemental Conditions

1. This Agreement provides \_\_\_\_\_\_\_\_ Cooling and \_\_\_\_\_\_\_ Heating Inspection(s) per year.
2. This Agreement provides a \_\_\_\_\_\_\_\_ percent discount off list price for all repair parts.
3. This Agreement provides a \_\_\_\_\_\_\_\_ percent discount off the Service Company’s base labor rate.
4. This Agreement provides priority service. The Service Company will respond to the Customer’s request for emergency service before providing service to any customer who does not have a Service Agreement.
5. Upon Completion of each Peak Performance Inspection, the Service Company will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected and any recommended corrective action.
6. The Service Company shall maintain the Customer’s equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be a primary consideration.
7. The Customer shall operate the equipment in accordance with the manufacturer’s recommendations and promptly notify the Service Company of any abnormal conditions,
8. Any additional services that are not part of this agreement, shall be billed at the prevailing time and material rate, less the discount listed above.

We include all coil cleaner, lubricants, and belts, drain pan tablets and nitrogen. As part of this agreement, ABC COMPANY will not be charged overtime rates at any time including nights, weekends or holidays.

Filter service: 6 TIMES PER YEAR

Preventative Maintenance Format

Pre-Cooling Season Service

1. Check and clean inside cooling coil (if accessible).
2. Check primary and secondary drains.
3. Adjust and clean blower components.
4. Clean and check condenser coil.
5. Lubricate all moving parts (where applicable).
6. Check and tighten all loose electrical connections.
7. Check operating pressure for proper refrigerant charge.
8. Monitor voltage and amperage draw on all motors.
9. Clean and check thermostat.
10. Monitor air conditioning cycle, make written evaluation.

Pre-Heating Season Service

1. Clean heat exchanger and burner.
2. Adjust and clean blower components.
3. Adjust gas pressure.
4. Check and adjust pilot.
5. Lubricate all moving parts.
6. Monitor flue draft for safe operation.
7. Check and tighten all loose electrical connections.
8. Check and test safety controls.
9. Monitor voltage and amperage draw on all motors.
10. Adjust airflow for proper temperature rise.
11. Check heat anticipator settings.
12. Clean and check thermostat.
13. Monitor furnace cycle.
14. Check for cracked heat exchanger, make written evaluation.

UNITARY AIR CONDITIONING

PEAK PERFORMANCE MAINENANCE SCHEDULE

1. Condenser coil will be inspected for heat transfer loss.
2. Blower wheels and fans will be inspected and cleaned to assure proper air delivery.
3. Refrigerant will be checked for proper charge and to assure system is leak free.
4. Exposed duct work will be checked for leaks and proper installation.
5. Belts and pulleys will be inspected and adjusted as required.
6. Thermostats will be checked and calibrated as required.
7. Motors and bearings will be lubricated as required.
8. Controls and safeties will be tested.
9. Condensate drain will be checked.
10. Crankcase heater will be checked for proper operation.
11. Relays and contactors will be inspected.
12. Unit wiring and electrical disconnect will be inspected.
13. Economizer operation will be checked, where applicable.
14. Temperatures and pressures will be recorded.
15. Evaporator coil will be inspected and cleaned annually, if necessary.
16. Air filters will be replaced [ ] time(s) per year.
17. Condenser coils will be power washed [ ] time(s) per year.
18. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

GAS HEATING SYSTEM

PEAK PERFORMANCE MAINENANCE SCHEDULE

1. Heat exchanger will be inspected annually for cracks and deterioration.
2. Burners will be inspected and cleaned as necessary.
3. Thermocouple will be inspected.
4. Fan switch will be checked and adjusted as needed.
5. Pilot orifice will be cleaned and pilot flame adjusted as necessary.
6. Safety controls will be operationally checked.
7. Blower wheel will be cleaned as necessary.
8. Blower bearings will be inspected and lubricated per manufacturer’s recommendations.
9. If installed, blower belt and pulley will be inspected.
10. Motor(s) will be cleaned and lubricated.
11. Gas line will be leak tested from the nearest shut off valve to the burners.
12. Combustion air openings will be checked.
13. Flue pipe will be inspected for deterioration.
14. Exhaust system will be checked for proper draft.
15. All panels will be properly secured.
16. Thermostat will be checked and calibrated as required.
17. Temperatures and performance will be recorded.
18. Air filters will be replaced [ ] time(s) per year.
19. Furnish impaction report and advise of any abnormal conditions or necessary repairs.

AIR HANDLER

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Inspect fan/blower assembly and clean as needed.
2. Lubricate fan/blower bearings per manufacture’s recommendations.
3. Lubricate fan/blower motor bearings per manufacturer’s recommendations.
4. Inspect belts and sheaves and adjust as required.
5. Inspect electrical wiring and tighten connections as required.
6. Inspect condition and check operation of fan motor contactor/tarter.
7. Inspect cooling and/or heating coils and clean as required.
8. Record entering and leaving oil temperature(s).
9. Record fan/blower motor current consumption (amp draw).
10. Record manometer readings, if installed.
11. Check time clock settings and day/night thermostat set points as required.
12. Inspect outside air intake screen and clean as required.
13. Inspect economizer operation, where applicable.
14. Visually check dampers, linkages and lubricate as required.
15. Inspect condensate drain pan and clean as required.
16. Check and calibrate all zone thermostats [ ] time(s) per year.
17. Air filters will be replaced [ ] time(s) per year.
18. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

HEAT PUMP SCHEDULE

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Condenser coil will be inspected for heat transfer loss.
2. Blower wheels and fans will be inspected and cleaned to assure proper air delivery.
3. Refrigerant will be checked for proper charge and to assure system is leak free.
4. Exposed duct work will be checked for leaks and proper insulation.
5. Belts and pulleys will be inspected and adjusted as required.
6. Thermostats will be checked and calibrated as required.
7. Motors and bearings will be lubricated as required.
8. Controls and safeties will be tested.
9. Condensate drain will be checked.
10. Crankcase heater will be checked for proper operation.
11. Relays and contactors will be inspected.
12. Unit wiring and electrical disconnect will be inspected.
13. Economizer operation will be checked, here applicable.
14. Temperature and pressures will be recorded.
15. Evaporator coil will be inspected and cleaned annually, if necessary.
16. Defrost timer will be checked.
17. Reversing valve will be operationally tested.
18. Auxiliary heat strips will be operationally checked.
19. Air filters will be replaced [ ] time(s) per year.
20. Condenser coils will be power washed [ ] time(s) per year.
21. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

LARGE DIRECT EXPANSION SYSTEM

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Check for proper refrigerant charge.
2. Repair minor refrigerant leaks.
3. Check control calibration and operation.
4. Inspect main electrical components.
5. Inspect relays and contactors.
6. Check and record compressor operating oil level.
7. Check compressor unloading/capacity control mechanism(s).
8. Check for evidence of moisture in refrigerant circuit.
9. Check and record refrigerant sub-cooling and superheat.
10. Check and record air temperature entering and leaving the evaporator coil.
11. Check crankcase heater operation.
12. Check and record compressor voltage and amperage.
13. Check electrical wiring for evidence of overheating.
14. Inspect condenser and evaporator coils for heat transfer loss.
15. Inspect blower wheels and fans to assure proper air delivery.
16. Inspect belts, bearing and sheaves and adjust as required.
17. Lubricate motors and bearings per manufacturer’s recommendations.
18. Inspect exposed duct work for leaks and proper insulation.
19. Inspect economizer operation, where applicable.
20. Inspect condensate drain.
21. Air filters will be replaced [ ] time(s) per year.
22. Condenser coils will be power washed [ ] time(s) per year.
23. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

Refrigeration Equipment

Maintenance Schedule

1. Tighten all electrical connections in the electrical panel.
2. Check fan moors and blades.
3. Check all defrost heaters.
4. Clean the drain pan and check for proper drainage.
5. Clean the evaporator coil surface.
6. Check all electrical components.
7. Check the operation of the control system.
8. Check the oil levels in the compressor.
9. Check the operation of the defrost controls.
10. Check the condition of refrigerant line insulation.
11. Check for the proper refrigerant level in the system.
12. Check the system super-heat at the condensing unit.
13. Check all capillary and super hose lines for signs of wear.
14. Replace all missing valve caps and unit covers.
15. Condenser coil cleaned and washed.
16. Check operation of the condenser fans.
17. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

CHILLER ROUTINE INSPECTION

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Check for proper refrigerant charge.
2. Repair minor refrigerant leaks.
3. Check control calibration and operation.
4. Inspect main electrical components.
5. Inspect compressor operating oil-level.
6. Check compressor unloading/capacity control mechanism(s)
7. Check for evidence of moisture in refrigerant circuit.
8. Check and record refrigerant sub-cooling.
9. Check and record superheat.
10. Check and record all water temperatures and pressures.
11. Check and record compressor voltage and amperage.
12. Inspect cooling tower/condenser belts, bearing and sheaves.
13. Check for proper closed system water make up.
14. Check expansion tank for proper air cushion.
15. Operationally test energy management system at least twice per year.
16. Inspect central system pumps, motors and bearing and lubricate per manufacturer’s recommendations.
17. Check electrical wiring for evidence of overheating and tighten connections as required.
18. Check crankcase heater operation.
19. Visually inspect cooling tower OR air-cooled condenser.
20. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

GAS BOILER

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Check boiler water level.
2. Check all high limit controls.
3. Check all safety controls.
4. Check relief valve operation.
5. Check relief valve operation.
6. Inspect pilot flame appearance and position.
7. Visually inspect pilot safety control.
8. Check gas valve operation.
9. Check burner operation.
10. Check and record entering and leaving water temperature.
11. Check and record all associated pressures.
12. Test for proper draft.
13. Check operation of circulation pumps in mechanical room.
14. Visually inspect all valves and piping in mechanical room for corrosion and deterioration.
15. Check low water cut-off.
16. Check expansion tank for proper air cushion.
17. Inspect all fresh air vents to assure proper combustion air to boiler.
18. Lubricate pumps and motors in mechanical room per manufacturer’s recommendations.
19. Check for proper water make up.
20. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

ANNUAL CENTRIFUGAL CHILLER

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Furnish new compressor oil, filter and purge gaskets as required.
2. Take oil sample and have analyzed for acid, moisture and wear metals content.
3. Change compressor oil and oil filter as required.
4. Pressurized (as required), thoroughly leak check unit and repair any minor leaks.
5. Check and calibrate compressor safety controls.
6. Check and calibrate compressor operating controls.
7. Meg ohm test compressor and oil pump motor and record readings.
8. Inspect condition of contactors, relays and timers.
9. Inspect compressor motor starter contacts for wear and pitting.
10. Tighten all compressor motor starter electrical terminals.
11. Check dashpot and dashpot oil in main starter.
12. Inspect and service purge per manufacturer’s instructions.
13. check crankcase heater operation.
14. Replace recommended refrigerant filters.
15. Check flow switch and external interlocks.
16. Remove and clean closed system pressure reducing valve strainer.
17. Inspect and lubricate pumps and motors located in mechanical area.
18. Remove condenser head and brush clean condenser OR pressure wash air cooled condenser.
19. Complete inspection report and advise of any abnormal conditions or necessary repairs.

ANNUAL RECIPROCATING CHILLER

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Take oil sample and have analyzed for acid, moisture and wear metals content.
2. Depending on oil analysis recommendations, furnish new compressor oil, filter and crankcase gaskets as required.
3. Change compressor oil if recommended by oil analysis.
4. Check compressor crankcase heater operation.
5. Thoroughly leak check unit and repair any minor leaks.
6. Check and calibrate compressor safety controls.
7. Check and calibrate compressor operating controls.
8. Meg ohm test compressor motor and record readings.
9. Check condition of relays and timers.
10. Inspect compressor motor starter contacts for wear and pitting.
11. Tighten all compressor motor starter electrical terminals.
12. Check flow switch and external interlocks.
13. Remove and clean closed system pressure reducing valve strainer.
14. Inspect and lubricate all pumps and motors which are located in mechanical room.
15. When recommended by oil analysis, replace liquid line drier cores.
16. Remove dirt or grease build up on exterior of chiller.
17. Remove condenser head and brush clean condenser OR pressure wash air cooled condenser.
18. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

ANNUAL PNEUMATIC CONTROL

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Check and calibrate major system controls as needed.
2. Clean system operating sequences.
3. Clean control panels.
4. Check and record control air pressure at each system.
5. Adjust main air pressure reducing valve as required.
6. Visually check control valves for leaks.
7. Check timeclock settings and day/night thermostat set points.
8. Visually check control valves for leaks.
9. Check and record compressor run time.
10. Check compressor belts, oil level, safety valves and general operating conditions.
11. Check compressor motor starter.
12. Lubricate motor as required.
13. Record compressor air pressure gauge readings.
14. Drain accumulated water from pneumatic tank.
15. Check refrigerated after cooler for proper operation.
16. Clean refrigerated after cooler condenser.
17. Visually check air filter and oil indicators for contamination.
18. Replace compressor air filter.
19. Change compressor oil as required.
20. Check and calibrate all zone thermostats [ ] times per year.
21. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

COMPUTER ROOM AIR CONDITIONING

PEAK PERFORMANCE MAINTENANCE SCHEDULE

1. Check sequence control to assure all stages operate properly.
2. Check and record refrigerant sub-cooling and superheat.
3. Assure proper refrigerant charge.
4. Repair minor refrigerant leaks.
5. Check for evidence of moisture in refrigerant circuit.
6. Check and record compressor(s) operating oil level, where possible.
7. Check crankcase heater operation.
8. Assure proper humidifier operation.
9. Check reheat system operation.
10. Check alarm system operation, if installed.
11. Check and record compressor voltage and amperage.
12. Inspect unit electrical components.
13. Check electrical wiring for evidence of overheating.
14. Check and record air temperature entering and leaving the evaporator coil.
15. Inspect condenser and evaporator coils for heat transfer loss.
16. Inspect blower wheels and fans to assure proper air delivery.
17. Inspect belts, bearing and sheaves and adjust as required.
18. Lubricate motors and bearing as required.
19. Inspect condensate and humidifier drains to assure free-running.
20. Air filters will be replaced [ ] time(s) per year.
21. Condenser coils will be power washed [ ] time(s) per year.
22. Furnish inspection report and advise of any abnormal conditions or necessary repairs.

COOLING TOWER

PEAK PERFORMANCE MAINENANCE SCHEDULE

1. Clean debris from platform and surrounding area.
2. Clean water sump and check conditions.
3. Clean float valve assembly and adjust for proper operation.
4. Check and clean bleed off line and overflow.
5. Clean tower strainers.
6. Clean tower spray nozzles and eliminators if applicable.
7. Flush cooling tower after cleaning.
8. Check sump heaters and thermostats for calibration and operation.
9. Check and adjust fan belts.
10. Lubricate fan and motor bearings per manufacturer’s recommendation.
11. Check amperage on motors.
12. Inspect electrical connections, contactors, relays and operating/safety controls.
13. Check and adjust condenser water temperature regulator system.

Full parts and Labor Agreement

Supplemental Terms and Conditions

1. The Service Company will provide all parts and labor necessary to keep listed equipment in operating condition. Labor for emergency service to be provided 24 hours per day, 365 days per year at no additional charge. \_\_\_\_\_\_\_\_\_\_Cooling and \_\_\_\_\_\_\_\_\_\_Heating Inspection(s) will be performed per year during Service Company’s normal working hours.
2. This Agreement provides priority service. The Service Company will respond to the Customer’s request for emergency service before providing service to any customer who does not have a Service Agreement.
3. The Service Company will correct all known deficiencies covered by this agreement and will provide the Customer with a written report listing any deficiencies not covered by this agreement.
4. All listed equipment will be inspected by the Service Company at the Customer’s expense before it is accepted for Full Parts and Labor coverage. All parts and labor necessary to bring equipment up to reasonable operating condition will be at customer’s expense.
5. If the Service Company finds any covered equipment in need or repair of replacement during the initial startup and check out of the equipment, we will notify the Customer in writing and will include a written estimate of required repairs or replacement of equipment. At the time the Service Company will no longer be responsible for the equipment until after repairs or replacement authorized by the Customer are completed. If authorization is not received within (30) days, an appropriate adjustment to the agreement price reflecting the deletion of this equipment will be made.
6. Upon a failure of a major component (such as a compressor or heat exchanger that is obsolete or in the Service Company’s opinion, not in the customer’s best interest to replace due to poor efficiency of replacement component or the entire unit is at or near the end of its useful life), The Service Company has the option to install a new unit of comparable capacity. The Service Company will reduce the installed cost of the new unit by its average cost to repair or install the failed component, and the customer agrees to pay the balance. If the Customer chooses not to authorize equipment replacement, the defective unit can be eliminated from the agreement and the price adjusted to reflect the reduced coverage.
7. If covered repairs or replacements are recoverable under any insurance policy, the Customer agrees to pay the Service Company an amount equal to that which is recovered.
8. The Service Company reserves the right to charge for nuisance service calls, i.e., change thermostat settings in occupied areas, more than one start up or shut down of seasonally operated equipment, resetting time clocks, etc.
9. The Service Company is not responsible for the replacement cost of any equipment, and reserves the right to advise the customer when their equipment is obsolete or non-repairable.
10. The Customer shall operate the equipment in accordance with the manufacturer’s recommendations and properly notify the Service Company of any abnormal conditions.