



New England Air Systems

Complete Mechanical Systems & Service



PREVENTATIVE MAINTENANCE AGREEMENT-AUTO RENEWAL THIS IS NOT A BILL

FOR: Charlotte Library
115 Ferry Road
Charlotte, VT 05445

BILL TO: Charlotte Library
115 Ferry Road
Charlotte, VT 05445

- *Type of Agreement:* **Preventative Maintenance**
- *Agreement Term:* **October 1, 2024 through September 30, 2025**
- *Number of Maintenance Inspections per year:* **2 (two) inspections**

1st October 2nd April

Acceptance of this Maintenance Agreement provides Charlotte Library with a preferred customer discount based on current labor rates for any work not covered by this agreement. If New England Air Systems raises these rates within the term of the contract, this contract ensures you will receive the preferred customer discounted rate. This contract also ensures the maximum service rate increase is not more than 8% of the original current rate, per year. Below are the current standard and preferred customer discounted rates.

- **Straight Time: 111.00 per hour (Discounted from current rate of \$160.00)**
- **Overtime: \$166.50 per hour (Discounted from current rate of \$240.00)**
- **Materials: 10% discount on materials minimum**
- **Trip charge: \$35.00 per service call**

This agreement shall continue in effect for an initial one-year term, and will automatically renew thereafter year to year. If either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date the contract will expire. The annual contract price shall not increase more than 3% per year.



*Annual Discounted Payment of \$1,795.00 (One Thousand Seven Hundred Ninety-Five and 00/100 cents).
Billed one (1) time per year, payable upon presentation of invoice. Terms of Payment: Net 30 days*

Thank you for your continued business with New England Air Systems. We look forward to continuing to serve your heating, ventilating, air conditioning, and refrigeration needs. If you have questions or concerns about your current service, please do not hesitate to call #264-1225.

Sincerely,

Raymond St. Pierre

Raymond St. Pierre
Service Manager

PROGRAM INCLUSIONS & EXCLUSIONS

	INCLUDED	EXCLUDED
HVAC unit filters		X
Labor to change HVAC unit filters	X	
HVAC unit belts (1 belt per yr, per unit)		X
Labor to change HVAC unit belts (One Time Per Year)		X
Wash Condenser Coils with water (One Time Per Year)	X	
Labor to wash condenser Coils only (One time per year)	X	
Chemical coil cleaning (One Time Per Year)		X
Labor to chemically clean coils (One time per year)		X

Fees include consumable supplies necessary to perform service, but do not include cost of additional parts replacement.



APPENDIX A – LIST OF MAINTAINED EQUIPMENT

The following equipment was identified during our survey and will be covered as a part of the Preventative Maintenance Agreement.

Equipment	Make	Model	Serial	Location
ERU	Renewaire	EV-450 IN	L197789L	
Destratification Fan	Leading Edge	48201	TBD	
CU-1	Daikin	3MXL24RMVJU	G008051	
CU-2	Daikin	3MXL24RMVJU	G008062	
CU-5	Daikin	RXL09MVJU	G005754	
CU-6	Daikin	RZQ24TAVJU	F000869	
CU-7	Daikin	RZQ24TAVJU	F000853	
CU-8	Daikin	RZQ24TAVJU	F000847	
HP-1	Daikin	FTXS12LVJU	E125618	
HP-2	Daikin	FTXS12LVJU	E125682	
HP-3	Daikin	FTXS12LVJU	E125718	
HP-4	Daikin	FTXS12LVJU	E125706	
HP-5	Daikin	FTX09NMVJU	G0241153	
HP-6	Daikin	FBQ24PVJU	E004512	
HP-7	Daikin	TTQ24TAVJU	1903279272	
HP-8	Daikin	FBQ24PVJU	E004492	
WH	Bradford White	RE240L6-1NCWW	TC43057390	



Charlotte Library
Maintenance Tasking List

Split Systems

Fall & Spring: Change/clean filters, inspect evaporator and condenser coils (brush down as necessary, clean and inspect drain pan and condensate line, inspect motors and blower bearings {lubricate as needed), check electrical connections (tighten as necessary), inspect contactors, test operation of compressor, checking operating pressures, check motor amps, and note temperature change across unit (Delta T), and clean unit.

Energy Recovery Unit

Fall & Spring: Clean washable air filters, inspect heat exchanger core (clean if necessary), inspect motor bearings (lubricate as needed), check voltage and motor amperage, check outside air and exhaust air dampers for proper operation, tighten electrical connections.

Water Heater (Electric):

Fall: Check thermostat, check aqua stat, and check for leaks.



Terms and Conditions

Additional Fees

- A. In the event of additional freight, labor or material costs resulting from a Charlotte Library request to avoid delays with respect to equipment warranties or accelerate delivery of parts and supply Charlotte Library agrees to pay these additional costs at New England Air Systems currently established rates.

Asbestos Removal

- B. New England Air Systems' scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event New England Air Systems encounters such material in performing its work, New England Air Systems reserves the right to discontinue work and remove its employees until the hazard is corrected or it is determined that no hazard exists.

Authorized Personnel

- C. Only New England Air Systems personnel or agent are authorized to perform the work included in the scope of this Agreement. New England Air Systems may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

Business Hours

- D. Planned and/or routine maintenance services provided under this agreement will be performed during normal working hours (8:00am – 4:30pm Monday through Friday).

Contract Termination

- E. Should the contract be cancelled without due cause and without sixty (60) days' notice prior to cancellation, Charlotte Library shall pay New England Air Systems 25% of the annual price in addition to any previous amount paid.
- F. New England Air Systems reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve New England Air Systems of any and all obligations pertaining to work or performance of work.
- G. New England Air Systems reserves the right to withdraw from this proposed agreement if it is not accepted within thirty (30) days.

Coverage

- H. The Agreement and all rights here under shall not be assignable unless approved by New England Air Systems.
- I. This Agreement contains the entire Contract, and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- J. Charlotte Library agrees that in the event that there shall have been passed a federal and/or state law which shall compel New England Air Systems to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by New England Air Systems cost of performing this contract.

Equipment

- K. The guarantees and services provided under the scope of this agreement are conditioned upon Charlotte Library operating and maintaining systems/equipment. Charlotte Library will do so in accordance to industry-accepted practices and in consideration of our recommendations.



Exclusions

- L. Excluded from the Agreement is the replacement or repair of refrigerant piping, replacement of lost refrigerant due to damaged or defective piping, and any electrical controls wiring.

Exclusions – Water Treatment

- M. Manufacturer’s requirements for water quality, water chemistry, and water chemical treatment requirements (PH, glycol, etc.) are excluded from this preventative maintenance agreement. Failure to maintain system water chemistry to manufacturer’s specifications may result in system degradation, system and/or facility damage, and will void warranties. New England Air Systems is not responsible for regular on-going water chemistry testing and water chemical treatment requirements. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service.

Exclusions – Hazardous Waste

- N. This Agreement does not include the removal or disposal of hazardous waste, any charge incurred for their proper disposal will be born Charlotte Library as an extra to the contract price.

Legal Action

- O. In the unlikely event of failure to perform its obligations, New England Air Systems liability is limited to repair or replacement at its option, and such shall be Charlotte Library sole remedy. Under no circumstances will New England Air Systems be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Charlotte Library tenants or clients, or any special, indirect or consequential damages.
- P. In the event either party must commence a legal action to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney’s fees as determined by the court for prosecuting and defending the claim.
- Q. New England Air Systems shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- R. New England Air Systems will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.

Purchase Orders

- S. Charlotte Library acknowledges and agrees that any purchase order issued by Charlotte Library, in accordance with this Agreement, is intended only to establish payment authority for Charlotte Library internal accounting purposes. No purchase order shall be an acceptance, counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Charlotte Library purchase order will have any force or effect.

Site Access

- T. Charlotte Library will provide and permit reasonable access to all covered equipment. New England Air Systems will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

