

HVAC Service Agreement

Transylvania County Schools

June 5, 2024

Prepared for:

Kerry Putnam
Director of Facilities



Prepared by:

David Rentas
Account Manager
David.Rentas@MSSolutions.com

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EMAIL: kputnam@tcsnc.org

SITE ADDRESS: Transylvania County Schools
PROPOSAL #: 2422326 - A

Thank you for choosing MSS Solutions, LLC (MSS) as your service provider. You have selected our **Scheduled Service Coverage**. Other programs are available for special circumstances. We look forward to working with you.

The MSS **Scheduled Service Coverage** provides complete inspections for scheduled service of your equipment as specified in this agreement to ensure reliable and efficient operation. A log sheet for each item of equipment will be given to the owner with a report of all findings.

Benefits of a Service Agreement



24/7 RESPONSE

Emergency service response 24 hours a day, 7 days a week, including holidays.

UPTIME

Decreased equipment downtime and a reduction in the number of major repairs.

EFFICIENCY

Routine maintenance of an HVAC system is important for peak operational efficiency.

ENERGY CONSUMPTION

Planned maintenance can help keep energy costs in check and assist with identifying areas of performance improvement.

PRIORITY

Receive priority scheduling.

REPAIRS

Proper maintenance may help keep breakdowns and repair costs to a minimum.

PRICING

Exclusive contract rate pricing on non-covered items.

LONGEVITY

Planned maintenance is proven to extend the life of your equipment and reduce the need for major repairs.

SAFETY

Improved indoor air quality can help the safety and well-being of the occupants of your facility – reduction of sick time and accidents.

A. Scheduled Service Coverage

Preventative Maintenance Coverage – Provides complete inspection for preventative maintenance of equipment to ensure reliable and efficient operation. A log sheet for each item of equipment will be given to the owner with a report of all findings.

The number of inspections will be as stated:

1. **Reciprocating Equipment: 4 inspections.**
2. **Screw Equipment: 4 inspections.**
3. **Boilers: 1 annual shutdown inspection and 1 operating inspection.**
4. **Other Equipment (pumps, AHUS's, FCU's, etc.): 2 inspections.**

B. 24-Hour Emergency Service

MSS (or contracted trade partners) will respond 24 hours per day, 7 days per week, including holidays, to ensure proper and reliable operation of the equipment. The cost for individual emergency service calls is **NOT** included in this agreement.

C. Equipment List

- 26 Chillers
- 18 Boilers
- 81 Air Handling Units
- 40 Pumps
- 141 Unit Heaters
- 10 Air Compressors
- 47 Exhaust Fans
- 9 Condensing Units
- 13 ODU - 23 IDU Ductless Splits/VRF
- 40 Fan Coil Units
- 3 Packaged / Roof Top Units
- 82 Dedicated Outside Air Units

D. Scope of Service

For purposes of communication and establishing expectations, the following summarizes standard scopes of work to be completed for individual pieces of equipment at the community locations. Some inspection line items may be excluded based on the type and size of the equipment. Assumptions were made during the pricing phase, which will be validated during the initial inspection.

- Tasking is only for major equipment (Chillers, Boilers, Air Compressors)
- We will not perform tasking on non-critical equipment such as RTU's, FCU's, Split Systems, Ductless Splits, Unit Heaters and Exhaust Fans.
- We can provide a daily resolution if this equipment is worked on.

| Equipment | Preventive Maintenance Frequency |
|-----------|----------------------------------|
| Chiller | 3 Operating / 1 Annual |

Operating Inspection

- Perform visual inspection of the unit.
- Check barrels for corrosion, damage, and leaks.
- Inspect the electrical and contactors/VFD for loose connections, damage, overheating and wear.
- Visually inspect flow switches, thermometers, and gauges.
- Verify unit controls operation.
- Visually leak check chiller.
- Log operating conditions and submit report to customer.

Annual Inspection

- Perform visual inspection of the unit.
- Check barrels for corrosion, damage, and leaks.
- Inspect the electrical and contactors/VFD for loose connections, damage, overheating and wear.
- Visually inspect flow switches, thermometers, and gauges.
- Verify unit controls operation.
- Visually leak check chiller.
- Check and verify all safeties and interlocks for proper operation.
- Check the operation of all valves.
- Inspect condenser. Clean annually.
- Log operating conditions and submit report to customer.

| Equipment | Preventive Maintenance Frequency |
|-----------|----------------------------------|
| Boiler | 1 Operating / 1 Annual |

Operating Inspection

- Inspect boiler and associated piping for leaks, flame rollout and general condition.
- Check flue and associated flue gas piping as required.
- Check operation and condition of induced draft assemblies, if equipped.
- Check the operation of low water cut-off.
- Fire boiler and record:
 - Inlet and firing gas pressures, adjust if necessary.
 - Boiler temperature rise.
- Check calibration of temperature and safety controls.
- Confirm boiler operates with no leaks.
- Log operating conditions and submit report to customer.

Annual Inspection

- Inspect boiler and associated piping for leaks, flame rollout and general condition.
- Remove and inspect burners, if applicable.
- Inspect burner chamber, if applicable.
- Inspect igniter and flame rod, if equipped.
- Inspect pilot tube and thermocouple, if equipped.
- Check flue and associated flue gas piping, as required.
- Check operation and condition of induced draft assemblies, if equipped.
- Check the operation of low water cut-off.
- Fire boiler and record:
 - Inlet and firing gas pressures, adjust if necessary.
 - Boiler temperature rise.
- Check calibration of temperature and safety controls.
- Confirm boiler operates with no leaks.
- Log operating conditions and submit report to customer.

| Equipment | Preventive Maintenance Frequency |
|--------------------|----------------------------------|
| Air Handling Units | 1 Operating / 1 Annual |

Cooling Operating Inspection

- Perform visual inspection of the unit.
- Inspect the electrical and contactors/VFD for loose connections, damage, overheating and wear.
- Verify proper chilled water valve operation
- Visually check belts and sheaves for wear, alignment, tightness and vibration.
- Verify proper economizer operation, if applicable.
- Verify exhaust fan and damper operation, if applicable.
- Clean the traps for debris and drain line for blockage as required.
- Inspect the drain pan for corrosion and leaks.
- Lubricate bearings and motors, as applicable.
- Visually inspect the filters. Replace per contract.

Heating Operating Inspection

- Perform visual inspection of the unit.
- Inspect the electrical and contactors/VFD for loose connections, damage, overheating and wear.
- Verify proper hot water valve operation
- Visually check belts and sheaves for wear, alignment, tightness and vibration.
- Verify proper economizer operation, if applicable.
- Verify exhaust fan and damper operation, if applicable.
- Lubricate bearings and motors, as applicable.
- Electric Heat- Check for overheating of contactors and wiring.
- Steam/Water Heat- Stroke actuator and check for any leakages.
- Start heat and record temperature rise.
- Visually inspect the filters and change per contract.

| Equipment | Preventive Maintenance Frequency |
|-----------|----------------------------------|
| Pumps | 2 Operating |

Operating Inspection

- Perform visual inspection of the unit.
- Verify pump is free of leaks, noise, and vibration.
- Visually inspect the coupling for wear and alignment.
- Lubricate bearings and motors, as applicable.
- Inspect the electrical and contactors/VFD for loose connections, damage, overheating and wear.

| Equipment | Preventive Maintenance Frequency |
|--------------|----------------------------------|
| Unit heaters | 2 Operating |

Operating Inspection

- Perform visual inspection of the unit.
- Check the fan and verify proper operation.
- Check burner for proper operation.
- Inspect wiring and terminals for loose connections, damage, overheating and wear, as applicable.

| Equipment | Preventive Maintenance Frequency |
|-----------------|----------------------------------|
| Air Compressors | 2 Operating |

Air Compressor

- Perform a visual inspection of air compressor for leaks, noise, and vibration.
- Visually inspect motor condition and lubricate, as required.
- Visually inspect compressed air tank and air compressor for oil/water leaks.
- Visually check compressor belts, pulleys and sheaves for wear and proper alignment.
- Verify operation of automatic blowdown.
- Ensure all safeties are working properly and all safety shields are in place.
- Inspect electrical, including the starter, for loose connections, damage, & wear.
- Check and verify condition of the compressor oil.
- Visually inspect filters.
- Log operating conditions and submit report to customer.

| Equipment | Preventive Maintenance Frequency |
|--------------|----------------------------------|
| Exhaust Fans | 1 Operating |

Operating Inspection

- Perform visual inspection of the unit.
- Visually check belts and sheaves for wear, alignment, tightness and vibration.
- Inspect wiring and terminals for loose connections, damage, overheating and wear.
- Inspect motor, blades and starter/drive.
- Inspect belts, as applicable.
- Grease bearings.
- Verify smooth operation of the fan.

| Equipment | Preventive Maintenance Frequency |
|------------|----------------------------------|
| Condensers | 3 Operating / 1 Annual |

Operating Inspection

- Perform a visual inspection of the unit.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Inspect the condenser fan motors for noise, vibration, and proper rotation.
- Lubricate bearings and motors, as applicable.

Annual Inspection

- Perform a visual inspection of the unit.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Inspect the condenser fan motors for noise, vibration, and proper rotation.
- Check all safeties, as applicable.
- Lubricate bearings and motors, as applicable.
- Inspect the condenser coils. Clean per contract terms.

| Equipment | Preventive Maintenance Frequency |
|------------------------|----------------------------------|
| Ductless Split Systems | 2 Operating |

Operating Inspection

- Perform a visual inspection of the unit.
- Visually inspect the evaporator and condenser coils for refrigerant leaks, accumulated debris or corrosion.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Inspect the condenser fan motors for noise, vibration, and proper rotation.
- Inspect drain lines and condensate pump and clean as applicable.
- Visually inspect the filters.

| Equipment | Preventive Maintenance Frequency |
|----------------|----------------------------------|
| Fan Coil Units | 2 Operating |

Operating Inspection

- Perform visual inspection of the unit.
- Check operation of chilled water and hot water valves as applicable
- Visually inspect the fan for noise, vibration, and proper rotation.
- Visually inspect insulation, piping and valves.
- Inspect the traps for debris and drain line for blockage.
- Lubricate bearings and motors, as applicable.
- Inspect filter and change per contract terms.
- Inspect belt for proper operation, as applicable.

| Equipment | Preventive Maintenance Frequency |
|---------------------------|----------------------------------|
| Packaged / Roof Top Units | 2 Operating |

Cooling Operating Inspection

- Perform a visual inspection of the unit.
- Visually inspect the evaporator and condenser coils for refrigerant leaks, accumulated debris or corrosion.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Verify compressor crank case heater operation.
- Inspect the condenser fan motors for noise, vibration, and proper rotation.
- Visually check the belts and sheaves for wear, alignment, tightness and vibration.
- Verify exhaust fan and damper operation, if applicable.
- Clean the traps for debris and drain line for blockage as required.
- Inspect the drain pan for corrosion and leaks.
- Lubricate bearings, motors, dampers and guide vanes, as applicable.
- Replace filters

Heating Operating Inspection

- Perform a visual inspection of the unit.
- Visually inspect the evaporator and condenser coils for refrigerant leaks, accumulated debris or corrosion.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Verify compressor crank case heater operation.
- Inspect the condenser fan motors for noise, vibration, and proper rotation, as applicable seasonally.
- Visually check the belts and sheaves for wear, alignment, tightness and vibration.
- Verify exhaust fan and damper operation, if applicable.
- Lubricate bearings, motors, dampers and guide vanes, as applicable.
- Replace filters
- Gas Heat- Inspect the combustion blower and motor for corrosion, noise, and vibration.
- Electric Heat- Check for overheating of contactors and wiring.

| Equipment | Preventive Maintenance Frequency |
|---------------------------------|----------------------------------|
| Variable Refrigerant Flow (VRF) | 2 Operating |

Operating Inspection

- Perform visual inspection of the unit.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Visually check for leaks.
- Check cassette operation:
 - Verify stat operation and settings
 - Verify unit operation
 - Replace/wash filters, per contract terms, as applicable
 - Verify that unit is clean
 - Check pan and drain

| Equipment | Preventive Maintenance Frequency |
|------------------------------|----------------------------------|
| Dedicated Outside Air System | 2 Operating |

Operating Inspection

- Perform visual inspection of the unit.
- Inspect the electrical and contactors for loose connections, damage, overheating and wear.
- Visually check belts and sheaves for wear, alignment, tightness and vibration.
- Inspect filters, replace per contract terms.
- Lubricate blower motor and bearings.
- Clean the traps for debris and drain line for blockage as required.
- Verify operation of dampers, valves and safeties.

E. Exclusions

The price of this agreement has been determined based on routine maintenance and repair of equipment problems which are intrinsic to the equipment and not caused by outside sources. Accordingly, we must exclude the following from coverage:

- All Refrigerant is excluded due to the age of equipment and government phasing out certain refrigerants.
- Consequential or incidental damages of any nature whatsoever.
- Expenses or losses resulting from failure, mis-adjustment or design deficiencies in equipment or systems not specifically included in this agreement.
- Water treatment to protect the equipment from damage or malfunction resulting from corrosion or erosion on the waterside of the equipment or caused by scale or sludge on internal tubes.
- Structural alterations to the premises where the equipment is installed if necessary, for service or parts repair or replacement as provided for in this agreement. Painting, patching or insulation of piping, if removed to gain access to equipment being serviced.
- Repairs and or repair materials.

F. Owner Responsibilities

- The owner is responsible for the operation of the equipment and must ensure that qualified personnel are provided for such operations. The owner agrees to report unusual conditions of operation to MSS Solution, LLC
- The coverage under this agreement is based on compliance by the owner with recommended operation and maintenance procedures as covered in the operating manuals.
- The owner is responsible for having proper chilled water chemical treatment.
- The owner agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of executing the terms of this agreement.
- MSS Solutions, LLC is not obligated to render service under this agreement if the owner has a past-due account.
- Furnish filters and belts.

G. Scheduled Service Agreement

MSS Solutions, LLC, Inc. will provide a complete program of scheduled service on the equipment as specified in this agreement. This scheduled service program meets the manufacturer's requirements to properly maintain and service your equipment. All work will be performed during normal working hours except emergency service as may be described herein. (Normal working hours are 8:00 a.m. - 5:00 p.m.).

H. Contract Pricing

| | |
|--------------------------------------|--------------------------|
| Annual Contract Amount: | \$132,858.33 |
| Applicable Sales Tax: | <u>\$8,967.94</u> |
| Total Annual Contract Amount: | \$141,826.27 |

I. Payment Terms

- **NET 30 Days**
- Customer agrees to pay MSS Solutions, LLC **\$141,826.27** per year, payable **monthly** at **\$11,818.86** as MSS Solution, LLC's fee for the services described in this agreement. These payments are not based on the number of PM visits per month or year, but rather to provide a convenient method of paying out the total cost of the Service Agreement. If the Service Agreement is terminated, the annual contract amount will be pro-rated based on services completed and will become due at that time.
- As part of this agreement, MSS Solutions, Inc. agrees to give preferential service to the customer. All labor not covered under this agreement will be provided at the preferred customer discount rate of 10% less than our CURRENT standard rates.

J. Agreement Terms & Conditions

- The initial term of this Service Agreement shall be **1 year(s)**, effective **7/1/2024**, and ending on **6/30/2025** unless terminated by either party in writing.
- This Service Agreement is subject to Customer's acceptance of the attached MSS Solutions, LLC Terms and Conditions. This Service Agreement is not fully executed until signed by MSS Service Leader.
- This proposal is subject to MSS Standard Terms and Conditions of Sale effective on the date of the proposal, which are incorporated in full by this reference. The MSS Standard Terms and Conditions of Sale are available upon request, attached hereto, and/or can be found on www.msssolutions.com. Any conduct by Purchaser which recognizes the existence of a contract pertaining to this proposal shall be considered acceptance of this proposal and all its terms and conditions.



HVAC Service Agreement

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

MSS ACCEPTANCE:

CUSTOMER ACCEPTANCE:

By: David Rentas
 Title: Account Manager
 Email: David.Rentas@MSSolutions.com
 Date: 6/5/2024
 Signature: David Rentas

By: _____
 Title: _____
 Email: _____
 Date: _____
 Signature: _____

MSS Solutions, LLC Executive Management Approval (MSS Internal Use Only)

By: _____
 Service Leader

Date: _____

MSS SERVICE & SALES TEAM CONTACT INFORMATION

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Contract Admin.

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