



## **Advanced Building Services, Inc.**

**23475 Rock Haven Way, #135 • Sterling, VA 20166**

Phone 703.661.4280 • Fax 703.661.4282



## **HVAC MAINTENANCE CONTRACT**

### **INSPECTION, SERVICING AND MAINTENANCE**

THIS AGREEMENT, entered into by and between **ADVANCED BUILDING SERVICES, INC.**, hereafter referred to as "Contractor," and **ABARIS REALTY**, hereafter referred to as "Purchaser."

The Contractor and Purchaser agree as set forth below.

This contract covers the inspection, servicing and maintenance of the equipment at the following location:

Tanyard Springs Clubhouse  
6920 Heritage Crossing Drive  
Glen Burnie, MD. 21060

## **Contractors General Agreement Quarterly Service/Inspections**

This is a labor only contract to provide quarterly inspections of and periodic preventive maintenance to the equipment listed on the last page of this document. Air filters, rags, coil cleaner and tablets are included in this proposal.

1. Provide the Purchaser an operating engineer or mechanic to operate and inspect all heating, ventilation and cooling equipment listed on the attached equipment list.
2. Maintenance, servicing and repairs to be performed by the contractor's engineer, mechanic or personnel under their supervision.
3. Contractors' personnel will perform inspections, tests, repairs and adjustments to the specified equipment as generally performed by commercial building engineers or HVAC mechanics.
4. After initial inspection of listed equipment, all detected deficiencies will be listed and cost given for repairs necessary to bring this equipment up to optimal performance. Malfunctioning equipment prior to the start of this contract will not permit the repairs to be made under this agreement.
5. Both the Purchaser and the Contractor agree that all work referred to in this agreement shall be performed during normal working hours of 7:00 A.M. to 5:00 P.M., Monday through Friday, except Holidays. If, for any reason, the purchaser requests that work be performed beyond regular working hours the purchaser agrees to pay overtime labor rates currently established.
6. The federal holidays that are observed by the Contractor are New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If a holiday falls on Saturday the Contractor will observe the Friday before the holiday; if a holiday falls on a Sunday, the following Monday will be observed.
7. Provide the Purchaser with twenty-four hour emergency services to the listed equipment at \$ 105.00 per hour regular time, \$ 157.50 per hour overtime.

## **Air Cooled Air Conditioners**

### **A. QUARTERLY**

1. Check operation and general condition. Check entire machine for abnormal noise or vibration. Check compressor operation, head pressure, suction pressure, and oil pressure.
2. Check fans, fan motors, fan belts, and air dampers. Check for dirt and debris; remove as needed.
3. Check for leaks; report any found to the ownership for authorization to repair.
4. Check filters; clean or replace as needed.
5. Check condensate pan.
6. Check operation of reversing valve.

### **B. SEMIANNUALLY**

1. Check dampers. Lubricate dampers and linkages. Lubricate fan and motor bearings.
2. Check general condition of condensers; tighten any loose parts.
3. Check electrical connections; tighten as necessary. Check condition of power wiring.
4. Make necessary adjustments to maintain efficient and dependable operation.

### **C. ANNUALLY**

1. Clean condenser/condenser tubes with nylon brush and/or chemicals if needed.
2. Check drive pulleys and belts; change or adjust as needed.
3. Check and clean interior of unit, fan, and coils as needed.
4. Check and clean condensate pan/line.
5. Check all electrical connections; tighten as needed.

**MAKE NOTES OF ANY PROBLEMS; ADVISE OWNERSHIP TO MAKE REPAIRS.**

# **GAS FURNACE**

## When in Service

### **QUARTERLY**

1. Lubricate blower and motor bearings.
2. Check all safety controls.
3. Check fan and fan limit controls.
4. Check belt condition and tension, change if needed.
5. Check pilot safety.
6. Check operation of controls clean contacts as needed.
7. Check flue piping and proper draft.
8. Check pilot condition and clean if needed.
9. Adjust burner for proper flame as needed.

### **ANNUALLY**

1. Combustion check.
2. Check temperature rise across the heat exchanger.
3. Check for any damper adjustment as needed.
4. Check thermostat heat anticipator.
5. Clean furnace as needed.
6. Check for gas leaks.

**ALL INSPECTIONS, TESTS AND WORK PERFORMED PER MANUFACTURERS' RECOMMENDATIONS.**

# **DOMESTIC WATER HEATERS**

## **ANNUALLY**

1. Check burner operation, clean as needed.
2. Blow down water tank to remove sediments.
3. Check all safety and temperature controls to ensure proper operation.
4. Inspect all electrical connections and tighten as needed.

Make notes of any problems and advise ownership to make repairs.

**ALL INSPECTIONS, TESTS, AND WORK WILL BE PERFORMED BY MFG.  
RECOMMENDATIONS.**

## GENERAL CONDITIONS

1. Purchaser may furnish repair parts and materials or may request the Contractor to supply such items, in which case the Contractor shall be reimbursed by the Purchaser for the costs incurred in purchasing plus handling charges for all materials. No materials will be purchased that have a cost in excess of \$100.00 without first receiving permission from an individual designated by the Purchaser.
2. Repairs are not included. Any repair(s) necessary will be brought to the Purchaser's attention, with price for the repair(s), for their decision to proceed with the repair(s). Any calls related to power outages, auxiliary components failures, lack of water treatment due to tube foiling are also not included.
3. Any repairs or services associated with such items as: power failures, electrical panels, disconnect switches, circuit breakers, electrical supply lines, water mains, or chilled/condenser water and steam lines to the equipment, floor drains, casings, door seals, hardware, thermometers, gauges, flues, ductwork, grilles, boiler tubes, refractories, oil or gas heat exchangers, and air side corrosion; or any other parts not directly related to the operation of the equipment; or the cleaning of any air passages, grilles; or the air balancing of equipment are not covered by this agreement and will be paid for by the Purchaser.
4. This contract is restricted to servicing and maintenance of the equipment as listed, unless otherwise stated. In the event of any alterations, additions, adjustments, or repairs by others, the Contractor assumes no responsibility and has the option to terminate this agreement. Contractor shall not be responsible for the original system design, installation or its performance in maintaining design conditions, except through failure of equipment covered herein.
5. The performance of the inspection, servicing, and maintenance work and the repairs and replacements, if required, are all subject to delays or inability to perform, resulting from any reason beyond the Contractor's reasonable control.
6. The Contractor has the option of eliminating from the contract at any time, any piece of equipment it finds to be economically unsound for further servicing or repairs.
7. The Contractor shall not be required to furnish any items of equipment, labor, or make special tests as are recommended or required by insurance companies, Federal Government, State, Municipal or other authorities.
8. The Purchaser agrees to pay as an addition to the price set forth, the amount of any present and future taxes or any other government charges now or hereafter imposed by the existing or future laws with respect to the transfer, use, ownership, or possession of the equipment to which this agreement relates.

9. Contractor will adhere to professional standards in performing the inspection, maintenance and servicing work herein. Except for breaches of duty constituting gross negligence on the part of the Contractor, its representatives or employees, Contractor shall not be liable for failure to discover conditions necessitating repairs or replacements, nor shall any inspection be interpreted as a guarantee of the condition of the equipment. In no event, shall either party make any claim for incidental or consequential damages or injuries.
10. Purchaser agrees to make prompt payments. Should a payment become thirty (30) days delinquent, this contract may become null and void at any time thereafter at the option of the Contractor, and all monies owed will become due upon demand.
11. Purchaser agrees to pay a service charge of 1½% per month (18% per annum) on invoices, labor and material, that are past due thirty days from our invoice date. Purchaser also agrees to pay reasonable collection costs.
12. The price agreed to be paid by the Purchaser to the Contractor for the inspection, maintenance, and servicing of the listed equipment for a period of one year is the sum of \$1,328.00, payable in advance quarterly payments in the amount of \$332.00, on the first day of the month.
13. This contract shall be effective on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and shall continue for a minimum of one year. Thereafter, this contract shall renew on a yearly basis based upon agreed updated rates unless cancelled by either party by providing written notice by either registered or certified mail, thirty days in advance. The contract will terminate at the end of such period.
14. Purchaser shall not attempt to hire contractor's employee(s) in any way throughout the duration of the contract and up to one year after the cancellation of the contract. If this occurs contractor has the right to be awarded one year's salary of the employee.

The parties hereto have caused this Agreement to be duly executed this 15<sup>th</sup> day of July, 2020.

PURCHASER:  
 Tanyard Springs Clubhouse  
 C/O Abaris Realty  
 By: Shireen Ambush  
 Printed: Shireen Ambush  
 Title: Property Manager

CONTRACTOR:  
 Advanced Building Services, Inc.  
 By: \_\_\_\_\_  
 MICHAEL A. KAMINSKI  
 PRESIDENT

Upon acceptance of this proposal, please sign all copies and return one (1) copy to Advanced Building Services. Work will be scheduled upon receipt of SIGNED ACCEPTANCE. Thank you!

# EQUIPMENT LIST

LOCATION: 6920 Heritage Crossing Drive  
Glen Burnie, MD. 21060

Equipment covered:

<u>QTY</u>	<u>TYPE</u>	<u>Model</u>	<u>SERIAL</u>
5	Carrier Gas Furnace	58MCB080-12120	0610A06061
		58MCB060-12116	TBD
		TBD	TBD
		TBD	TBD
		TBD	TBD
5	Carrier Condensing Units	24ABB318A320	3809E19246
		24ABB336A510	2909E09516
		24ABB336A510	2909E09528
		24ABB348A510	2909E08193
		24ABB348A510	2909E08201
3	Water Heaters	TBD	TBD

**Note:** Pool pump room equipment is maintained by pool service company.

06/19/2020