



environmental systems inc.

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June 8, 2021

Warren County Career Center
347 E. 5th Ave.
Warren, PA 16365

Attn: Norbert Kennerknecht

Re: Semiannual / Annual Preventative Maintenance – 1-year Pricing Revised 4.0

Dear Norbert,

As per your our most recent conversation, Rabe Environmental Systems, Inc. is pleased to offer the following proposal for a comprehensive maintenance plan based on the equipment listed below.

By utilizing the “**Total Productive Maintenance**” (TPM) process, our company focuses on providing you with a program that will maximize the life of your equipment, reduce downtime, provide optimum comfort levels and minimize energy expenses. In addition, studies have shown that a comfortable working environment is conducive to maintaining employee productivity.

Detailed below are several of the tasks performed in our program along with the average savings associated with each of these functions. These savings are quantified as reductions in overall equipment operating times.

Preventative Maintenance Task	Estimated Savings
Adjusting the Operating Sequence	25-35%
Cleaning Coils	5-15%
Changing Dirty Air Filters	10-15%
Adjusting the Burner Air/Fuel Ratio	15%
Cleaning Burner Assembly	15%
Removing Soot from underside of Burner	9%
Eliminating Belt Slippage & Poor Fan Alignment	15-20%

Source: ASHRAE Systems Handbook 1985

Section I: Equipment listing

The following equipment is covered under this agreement:

Quantity	Manufacturer	Model Number	Description	Schedule
1 (One)	TBD	TBD	Roof Top Unit Heat and Cool	Semiannual
5 (Five)	TBD	TBD	Roof Top Unit Heating Only	Annual

1 (One)	TBD	TBD	Dedicated Outside Air	<u>Semiannual</u>
2 (Two)	TBD	TBD	Make Up Air	<u>Semiannual</u>
3 (Three)	TBD	TBD	Ceiling Mounted AHU	Semiannual
10 (Ten)	TBD	TBD	Water Sourced Heat Pump	Annual
5 (Five)	TBD	TBD	Air Volume Box	Semiannual
3 (Three)	TBD	TBD	Split System Heat Pump	Annual
8 (Eight)	TBD	TBD	Pumps	Annual
3 (Three)	TBD	TBD	Boiler Pumps	Semiannual
20 (Twenty)	TBD	TBD	Vertical Unit Ventilators	Annual
3 (Three)	TBD	TBD	Hot Water Cabinet Heaters	Annual
8 (Eight)	TBD	TBD	Hot Water Horizontal Heaters	Annual
3 (Three)	TBD	TBD	Boilers	Annual
5 (Five)	TBD	TBD	Air Filtration Units	Semiannual
5 (Five)	TBD	TBD	Vertical Unit Vent Heat Pumps	Annual
55 (Fifty-Five)	TBD	TBD	Exhaust Fans	Annual
2 (Two)	TBD	TBD	Electric Cabinet Unit Heaters	Annual
3 (Three)	TBD	TBD	Electric Horizontal Unit Heaters	Annual
1 (One)	TBD	TBD	Dust Collector	Semiannual

Section II: Preventive Maintenance

Rabe will perform regular maintenance inspections as appropriate for the above listed equipment in the following schedule:

1 Pre-season heating inspection and maintenance including seasonal start-up & filter change

1 Pre-season cooling inspection and maintenance including seasonal start-up & filter change

***** Additional scope of work added per email dated 5/3/2021 which is attached *** Cleaning of boiler pumps per manufacturers maintenance instruction (Semiannual) *** Includes annual Fire Damper Inspection – between new area E addition and existing *** Belts to be changed at Time and Material if needed *** Customer to supply arial lift**

Section III: Scope

This comprehensive maintenance program delivers all the tasks required to maintain your equipment at the highest level of reliability and efficiency. The task lists were developed from manufacturer's recommendations, trade association data and our own history of over 10,000 maintenance inspections.

A **partial list** of activities includes:

Make-up Air Units

- Blower wheels will be checked and cleaned as necessary
- Belts and pulleys inspected & adjusted
- Lubricate motors and bearings
- Check relays and contactors

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- Clean and adjust pilot and electrodes
- Check limits and safeties
- Change filters or clean washable filters
- Inspect heat exchanger for integrity
- Check and adjust gas pressure as needed
- Check operation of motorized vanes and louvers

Boilers

- Check operation of temperature controls
- Check burners and relief valve
- Check zone controls
- Check gaskets
- Check expansion valve
- Check circulating pumps & flow interlock
- Check gas pressure
- Check high/low gas pressure switch
- Check high limit switches
- Verify combustion air
- Check flame rectification
- Check operation of ignition sequence
- Combustion motor amps L1, L2, L3
- Clean burners

Fans

- Check for any unusual noise or vibration
- Lubricate motors and bearings
- Check relays and contactors
- Inspect pulleys and belts & adjust as necessary

HVAC Rooftop Packaged/Split Systems

- Blower wheels will be checked and cleaned as necessary
- Refrigerant charge shall be checked with superheat/sub cooling methods to test for leaks
- Replace air filters with 40 % pleated style where applicable
- Lubricate motors and bearings
- Check relays, contactors, and all electrical connections
- Check amp readings on compressors, blower motors and electrical components

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- Evaporator coils shall be inspected and cleaned as needed
 - Belts and pulleys inspected and adjusted
 - Clean and adjust pilot and electrodes
 - Check limits and safeties
 - Condenser coils shall be inspected and cleaned as needed
 - Inspect & calibrate controls on unit
 - Clean condensate drains- pre-season cooling inspections
 - Inspect heat exchanger for integrity & clean as needed

Pumps

- Lubricate as needed
- Check alignment
- Verify amperage
- Check all gaskets and seals

The complete listing of activities we provide during our service is available for your review. Any special instructions, such as special safety procedures or checking in/out with specific individuals in your organization will be added to your maintenance program.

Section IV: Documentation and Reporting

Upon completion of each maintenance inspection, you will be sent a comprehensive inspection check sheet for each piece of equipment serviced. The report indicates the tasks completed, corrective action taken and any recommendations.

Section V: Agreement Amount

This Standard Semiannual Preventive Maintenance program is **\$21,260.00 per year for 1 year**. Price is contingent upon all maintenance performed during regular business hours: 8:00 am to 4:30 pm Monday through Friday (excluding holidays) Terms are net 30 days.

Section VI: Service Policy & Warranties

Rabe will assign “dedicated technicians” to your account that will provide both Preventative Maintenance and emergency service to your equipment. All repairs are guaranteed against workmanship for a period of 30 days. Replacement compressors & heat exchangers may carry additional warranties as per individual manufacturers.

Section VII: Terms & Conditions

1) This agreement, including the Terms and Conditions specified on the subsequent page, shall begin on July 1, 2021, and shall remain in force for one year.

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2) This agreement, when accepted and authorized by your signature and approved by the authorized Rabe Environmental Systems, Inc. representative, shall constitute the entire agreement between us, and all prior agreements are superseded.

3) You will be billed for and agree to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

4) Repairs found during preventive maintenance inspections will not be covered under this agreement but will be quoted as separate items. Work will be quoted at prevailing service rates to the customer and will not be performed without authorization by the customer.

Thank you, for the opportunity to present this quotation. If you have any questions or concerns, please feel free to contact me. We look forward to continue working with you.

Sincerely,

Accepted by: _____
School Board President

ATTEST: _____
School Board Secretary

Matt Williams
Rabe Environmental Systems, Inc.

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions.

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Purchaser agrees to provide Rabe with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Rabe agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Rabe for any costs or expenses without Rabe's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by Rabe under this agreement, Rabe's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Rabe shall not operate to compel Rabe to perform any work relating to hazards without Rabe's express written consent.

2. **PROGRESS PAYMENTS.** Rabe reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Pennsylvania, and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any reasonable attorney fees that are incurred by Seller in the collection of amount due and payable hereunder.
3. This proposal is based on the assumption that cash/check is the payment method.
4. **CANCELLATION AND SUSPENSION.** Any contract resulting from his proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **Warranty.** Rabe's goods and systems are warranted against defects in materials or workmanship for a period of one (1) year from the date of start-up. Rabe's liability under this Warranty is limited to the repair or replacement, at the option of Rabe, of the goods and/or systems covered by this Warranty. Rabe's obligation under this Warranty shall not arise unless written notice of a warranty claim is made to Rabe within one (1) year from the date of start-up. This Warranty does not extend to goods or systems that have been altered, repaired, or in any way abused by anyone other than Rabe and does not extend to damage caused by accidents, fires, floods, acts of God, or other causes beyond the control of Rabe. This Warranty also does not extend to the normal wear and tear of items such as filters, belts, and coil cleaning. **THE REPAIR OR REPLACEMENT WARRANTY HEREIN SET FORTH IS THE EXCLUSIVE WARRANTY GIVEN BY RABE FOR ITS GOODS AND SYSTEMS. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED BY RABE. RABE NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS GOODS AND/OR SYSTEMS. THIS WARRANTY DOES NOT COVER PERSONAL INJURY OR PROPERTY DAMAGE ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OUT OF THE ACTUAL OR ALLEGED EXPOSURE TO OR EXISTENCE OF ANY FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA.**
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Rabe, or shall provide Rabe with acceptable tax exemption certificates. Rabe shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Rabe shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstance beyond Rabe's control, including, but not limited to , acts of God, fire, riots, labor disputes, conditions of the premises, acts of omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Rabe.
8. **COMPLIANCE WITH LAWS.** Rabe shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Rabe for any reasonable attorneys' fees that are incurred by Rabe in the collection of amounts due and payable hereunder.
10. **INSURANCE.** Documentation of insurance coverage of Rabe's standard limits will be furnished when requested. No credit will be given or premium paid by Rabe for insurance afforded by others.
11. **INDEMNITY.** Rabe shall defend, release, indemnify and hold harmless the buyer and its successors and assigns, and its officers, directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that arise out of or relate to Rabe's performance of services, including any and all expense, legal or otherwise, incurred by the District in the defense of any such claim or the enforcement of this provision. The requirements and obligations of the preceding two paragraphs shall survive the termination of this Agreement.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Rabe unless accepted by Rabe in writing.