



Escambia County Building Inspections Division
 3363 West Park Place
 Pensacola, FL 32505
 Telephone: (850) 595-3550 - Facsimile (850) 595-3401
 On the Web: www.myescambia.com

RECEIVED
 AUG 6 2014
 CONTRACTOR
 COMPETENCY BOARD

COMPLAINT FORM

DATE: 4 August 2014

TIME: 8:00 Am

<input type="checkbox"/> Telephone/Voice Mail	<input type="checkbox"/> Voice Mail	<input type="checkbox"/> In Person	<input type="checkbox"/> Email
LICENSED CONTRACTOR COMPLAINT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
UNLICENSED CONTRACTOR COMPLAINT	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN

COMPLAINANT INFORMATION

YOUR NAME: NEXTER DRAYTON
 ADDRESS: 1438 LITTLE CREEK DRIVE
PENSACOLA, FLORIDA 32506
 TELEPHONE: 850 455-0125 CELL PHONE: 850 449-1536
 BUSINESS: _____ EMAIL: _____

I am complaining in my capacity as: Homeowner Property Owner
 Realtor Other

SUBJECT OF COMPLAINT

NAME: MD Air Conditioning AND HEATING
 d/b/a: _____
 ADDRESS: P.O. BOX 6490
PENSACOLA, FLORIDA 32503
 TELEPHONE: 850 434-5196 CELL PHONE: _____
 CONTRACTOR LICENSE NO. (if known) RA0067154

SCOPE OF WORK PERFORMED

<input type="checkbox"/> BUILDING	<input type="checkbox"/> ALTERATION	<input checked="" type="checkbox"/> MECHANICAL	<input type="checkbox"/> ROOFING
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> GAS	<input checked="" type="checkbox"/> OTHER

LICENSING & INVESTIGATIONS

DESCRIBE WORK PERFORMED: On 26 Oct 2009 I DEXTER DRAYTON hired MD A/C and Heating to replace my home AC Unit with a new and more efficient system. The Unit was installed in one day. Shortly after the unit was installed I started hearing a loud noise from the fan in the Airhandler. From the time the unit was installed MD A/C came out numerous times to correct the problem. Over a period of 4 years "MD A/C" have replaced 2 Fan Motors, 2 Fan Cages. Address problem with Control Board,

Select the category(s) below that best describe your basic complaint

See attach Sheet

- Poor workmanship
 Liens filed against property
 Job finished, will not correct problems
 Job abandoned, work partially completed
 Work not permitted or inspected
 Unlicensed contractor (wasn't licensed by State of Florida or Escambia County)

IF YOUR COMPLAINT IS RELATED TO UNLICENSED ACTIVITY, PLEASE COMPLETE THE QUESTIONS BELOW.

Please answer the following questions.

1. Have you filed a complaint with any other agency?
 yes no
(If so, please provide name of the agency.) _____
2. If necessary, are you willing to go to criminal court and testify under oath in this case?
 yes no

I AFFIRM THAT INFORMATION PROVIDED BY ME ABOVE IS COMPLETE AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE. WHOSEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY, SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE (F.S. 837.08).


COMPLAINANT SIGNATURE

4 Aug 2014
DATE

DEXTER DRAYTON
Printed Name of Complainant

LICENSING & INVESTIGATIONS

change wiring in system. My most recent problem was the outside ECM-fan went out. After contacting "MD A/C" speaking with Owner he Refuse to come out to fix or even look at the problem.

MD
Air Conditioning and Heating
(850) 434-5196
Since 1988

10-04-2009

Dexter Drayton
1438 Little Creek Dr.
Pensacola, Fl 32506
dexterandgwendrayton@bellsouth.net

Via Email

Dear Mr. & Mrs. Drayton,

Thanks for calling MD A/C to look at you're A/C and Heating system. As your request, below you will find a more detailed list of what we will do for your home. But first let me go over a few changes in the HVAC industry.

Freon 22 is being phased out by law. Freon is only allowed to be produced at 65% of the levels of 2004 and will be down to 50% starting in 2010 (just 3 months away), then down to 25% in 2014 and so on. The price of Freon is increasing as the supply of Freon 22 is being reduced. Freon 22 equipment will not be manufactured after 2009. There is the possibility of the lack of replacement parts after 2009. Expect the price of freon 22 to skyrocket in the next 10 years.

Freon 410A is the replacement for Freon 22. It has been around for several years and has a good record. It is more efficient than freon 22. Everyone will have to switch to this Freon after 2009 when new equipment is installed. Equipment used for Freon 22 including the copper tubing that connects the inside unit with the outside unit is not compatible with Freon 410A and must be replaced. The equipment must handle higher pressures so it is built stronger and heavier. I recommend starting with the new Freon 410A with this installation.

S.E.E.R. = Seasonal energy efficiency rating = miles per gallon for A/C's. The higher the number the less cost to operate.

Specializing in Residential service, repair, and replacement
P.O Box 6490
Pensacola, Florida 32503
RA5067154

Matching Systems- Because of the recent increase in efficiency requirements for air conditioners, it is very important for the indoor unit to match the outdoor unit. A mix matched system will drastically shorten the life of the compressor and in a study by Alabama Power, it will reduce the cooling efficiency and capacity up to 40%. In Florida, the Energy TAC has produced a "DEC" statement that requires a minimum of 13 S.E.E.R. when replacing HVAC equipment. It is a violation of the Florida Energy Code to install a mix matched system. In other words, you can not replace just the outside unit or just the inside unit any longer.

Warranties are 1 year labor, 5 year parts, and compressors as indicated.

HEIL is the brand we sell which is made by the same company as Carrier & Bryant. Also the same as Kenmore. I have been selling Heil for over 20 years and it's what I have in my personal home. For the system that qualifies for the Energy Tax Credit the brand is Rheem. Rheem has been around many years. The unit is their premium product line.

Pricing includes but is not limited to:

- New equipment of your choosing.
- New plywood in heater closet
- New gas exhaust vent pipe through roof.
- New gas whip.
- New copper tubing if 410A.
- New drain line.
- 4" hurricane pad for A/C with attachment
- Drain line bleach port and safety float switch.
- Filter grill 24x12 plus 12x12 in bedroom
- New digital thermostat.
- All supplies and materials
- Taxes, labor, workman's comp
- Permit.

<u>System type</u>	<u>Freon</u>	<u>S.E.E.R.</u>	<u>Compressor</u>	<u>\$\$\$\$\$\$</u>
Gas Heater/ A/C	R22	13	5 years	\$3,550.00
Gas Heater/ A/C	R22	13	10 years	\$3,850.00
Gas Heater/ A/C	410A	13	5 years	\$3,875.00
Gas Heater/ A/C	410A	14	10 years	\$4,275.00
Gas Heater/ A/C	410A	16	10 years	\$5,500.00

This last unit qualifies for the 30% Energy tax credit of \$1,500.00.

All the above units qualify for the \$400.00 rebate from the gas company.

The 10 year compressors (both R22 and 410A are well worth the cost)

To add a duct to your master bedroom adjacent to the existing grill add \$150.00.

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Matching Systems - Because of the recent increase in efficiency requirements for air conditioners, it is very important for the indoor unit to match the outdoor unit. A mismatched system will drastically shorten the life of the compressor and in a study by Alabama Power, it will reduce the cooling efficiency and capacity up to 40%. In Florida, the Energy Tax Credit has produced a "DEC" statement that requires a minimum of 132 EER when replacing HVAC equipment. It is a violation of the Florida Energy Code to install a mismatched system. In other words, you can not replace just the outside unit or just the inside unit any longer.

Warranties are 1 year labor, 5 year parts, and compressors as indicated.

HEIL is the brand we sell which is made by the same company as Carrier & Bryant. Also the same as Trane. I have been selling HEIL for over 20 years and it's what I have in my personal home. For the system that qualifies for the Energy Tax Credit the brand is Heilmann. Heilmann has been around many years. The unit is their premium product line.

- Priceing includes but is not limited to:
- New equipment of your choosing.
- New piping in heater closer.
- New gas vent pipe through roof.
- New gas whip.
- New copper tubing if 410A.
- New drain line.
- 4" hurricane pad for A/C with attachment.
- Drain line bleach port and safety float switch.
- Filter grill 24x12 plus 12x12 in bedroom.
- New digital thermostat.
- All supplies and materials.
- Taxes, labor, workman's comp.
- Permit.

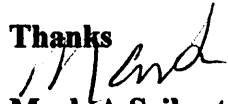
System Type	Brand	E.E.R.	Compressor	???????
Gas Heater/A/C	M22	13	5 years	23,550.00
Gas Heater/A/C	M22	13	10 years	23,850.00
Gas Heater/A/C	410A	13	5 years	23,875.00
Gas Heater/A/C	410A	14	10 years	24,375.00
Gas Heater/A/C	410A	16	10 years	25,500.00

This unit qualifies for the 30% Energy tax credit of \$1,500.00.
 All the above units qualify for the \$400.00 rebate from the gas company.
 The 10 year compressors (both M22 and 410A are well worth the cost).
 To add a duct to your master bedroom adjacent to the existing grill add \$150.00.

Specializing in Residential service, repair, and replacement
 P.O. Box 0490
 Pensacola, Florida 32503
 RA5067124

I hope I have covered all the issues involved with this installation. This job will take one day to complete. Please call me if you have questions and to let me know when you would like to get started.

Thanks



Mark A Seibert

390 6319 cell

434-5196 office (Tommy)

**Specializing in Residential service, repair, and replacement
P.O Box 6490
Pensacola, Florida 32503
RA5067154**

Permit # 091007628 Joe Brown 10-27-09

<h1 style="margin: 0;">MD</h1>	
Air Conditioning and Heating	
P.O. BOX 6490 • PENSACOLA, FLORIDA 32503 • (850) 434-5196	
STATE REG. # RA0067154	
NAME <i>Dexter Drayton</i>	
STREET <i>1438 Little Creek Dr</i>	DATE <i>10-26-09</i>
CITY <i>Pensacola, FL 32507</i>	PROMISED
PHONE	CALL BEFORE <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
AUTHORIZED BY	
WORK TO BE PERFORMED	
<i>RGPR-07EBRQR Rheem Gas Furnace</i>	
<i>S/N GYSD307F210901574</i>	
<i>RCFN-HM3624AC Rheem Cased evaporator coil</i>	
<i>S/N W230909068 410A</i>	
<i>14AJM36A01 Rheem 3Ton A/c unit</i>	
<i>S/N 7996W360900781</i>	
<i>All new copper lines and drain line. Added 3/4" plywood to heater closet. Lined return with 1/2" duct board. Added 2 filter grills. Replaced all gas vent pipes, gas stop cock + gas whip. Added 4" hurricane pad with A/c attachment.</i>	
<i>City of Pensacola Marketing</i>	
<i>Added duct to masterbed Room.</i>	
<i>\$5650.⁰⁰</i>	<i>mda@e.bellsouth</i>
<i>rd ck # 6253</i>	
INVOICE	<input type="checkbox"/> REGULAR <input type="checkbox"/> WARRANTY
No 20927	<input type="checkbox"/> SERVICE CONTRACT
<i>Thank You</i>	



This combination qualifies for a Federal Energy Efficiency Tax Credit when placed in service between Feb 17, 2009 and Dec 31, 2010.

Certificate of Product Ratings

AHRI Certified Reference Number: 3589067 Date: 10/22/2009

Product: Split System: Air-Cooled Condensing Unit, Coil with Blower

Outdoor Unit Model Number: 14AJM36

Indoor Unit Model Number: RCFN-H*3624+RGPR-07?BRQ?

Manufacturer: RHEEM MANUFACTURING COMPANY

Trade/Brand name: RHEEM 14AJM SERIES

Manufacturer responsible for the rating of this system combination is RHEEM MANUFACTURING COMPANY

Rated as follows in accordance with AHRI Standard 210/240-2006 for Unitary Air-Conditioning and Air-Source Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (Btuh):	39500
EER Rating (Cooling):	13.00
SEER Rating (Cooling):	16.00

A * following a rating indicates a voluntary rerate of previously published data, unless accompanied with a WAS which indicates an involuntary rerate.



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CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued, which is listed above, and the Certificate No., which is listed below.



registermyunit.com

Rheem Prestige Limited Warranty — Parts



SCOPE of WARRANTY and EQUIPMENT COVERED: The products covered by this Limited Warranty are specified on the reverse side ("Applicable Warranty Periods"). Manufacturer, RHEEM SALES COMPANY, INC. AIR CONDITIONING DIVISION (RHEEM), warrants the Covered Equipment to be free from defects in materials and workmanship, and will repair or replace, at its option, ANY PART of Covered Equipment installed in residential (not commercial) applications which fails in normal use and service within the Applicable Warranty Periods specified on the reverse side in accordance with the terms, including, but not limited to, the specific exclusions set forth below, of this Limited Warranty and subject to Rheem's right to inspect and validate the warranty claim as set forth below. If an exact replacement is not available, an equivalent unit or credit will be provided. The replacement will be warranted for only the unexpired portion of the original Applicable Warranty Period. RHEEM does not authorize or warranty any online/internet sale of equipment through auction websites or any other method of online sales direct to the consumer.

EFFECTIVE DATE and APPLICABLE WARRANTY PERIODS: The Effective Date of warranty coverage is the date of manufacture plus six (6) months. The Applicable Warranty Periods applicable to various RHEEM models and parts are specified on the reverse side.

EXCLUSIONS – In addition to the specific exclusions set forth in the other sections of this Limited Warranty document, THIS Limited Warranty WILL NOT APPLY TO:

- a) damages, malfunctions, or failures resulting from failure to properly install, operate or maintain Covered Equipment in accordance with the manufacturer's instructions;
- b) damages, malfunctions, or failures caused by misuse, abuse, accident, contaminated or corrosive atmosphere, vandalism, freight damage, fire, flood, freeze, lightning, acts of war, acts of God and the like;
- c) damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source;
- d) parts installed with Covered Equipment or used in connection with normal maintenance, such as cleaning or replacing air filters, refrigerant, thermostats, tubing, or concrete pads;
- e) Covered Equipment which is not installed in the United States or Canada;
- f) Covered Equipment which is not installed by a qualified, trained HVAC professional in accordance with applicable codes, ordinances and good trade practices; or
- g) damages, malfunctions, or failures caused by the use of any attachment, accessory or component not authorized by RHEEM;
- h) Covered Equipment moved from the original installation location;
- i) Covered Equipment when operated with system components (indoor unit, outdoor unit, coil and refrigerant control devices) or accessories which do not match or meet the specifications recommended by RHEEM;
- j) any Covered Equipment manufactured by RHEEM that has been sold to the consumer via the internet or auction website, and has not been installed by a trained, qualified HVAC professional.

SHIPPING COSTS: This Limited Warranty does NOT cover shipping costs. You are responsible for the cost of shipping warranty replacement parts from our factory to our RHEEM distributor and from the distributor to the location of your Covered Equipment. You also are responsible for the cost of shipping

failed parts to the distributor and for incidental costs incurred locally, including handling charges. (If in Alaska, Hawaii or Canada, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.)

LABOR COSTS: This Limited Warranty does NOT cover any labor costs or expenses for service, NOR for removing or reinstalling parts. You are responsible for all labor costs or expenses, unless a labor service agreement exists between you and your contractor.

HOW TO OBTAIN WARRANTY CLAIMS ASSISTANCE: You must promptly report any failure covered by this Limited Warranty to the installing contractor or distributor. Normally, the installing contractor from whom the Covered Equipment was purchased will be able to take the necessary corrective action by obtaining through his RHEEM air conditioning distributor any replacement parts. If the contractor is not available, simply contact any other local contractor handling RHEEM air conditioning products. The name and location of a local contractor can usually be found in your telephone directory or by contacting a RHEEM air conditioning distributor. If necessary, the following RHEEM office can advise you of the nearest Rheem distributor.

P.O. Box 17010
5600 Old Greenwood Road
Fort Smith, Arkansas 72917-7010
479-646-4311 *PDC Crisly*

(FOR CALIFORNIA ONLY)
14300 Alondra Boulevard
LaMirada, California 90638
866-251-4090

HOWEVER, ANY REPLACEMENTS ARE MADE SUBJECT TO VALIDATION BY RHEEM OF IN-WARRANTY COVERAGE. Any part to be replaced must be made available in exchange for the replacement.

EXCLUSIVE WARRANTY – LIMITATION OF LIABILITY: This Limited Warranty is the ONLY warranty given by Rheem. No one is authorized to make any warranties on behalf of RHEEM. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. RHEEM'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

RHEEM suggests that you immediately complete the information on the reverse side of this Limited Warranty and retain this Limited Warranty Certificate in the event warranty service is needed and that you keep proper documentation.

KEEP THIS WARRANTY FOR YOUR RECORDS – REGISTER YOUR PRODUCT ONLINE AT www.RheemAC.com/register

APPLICABLE WARRANTY PERIODS:

A **Ten (10) Year Limited Warranty** applies to the following RHEEM single phase heating and cooling models and component parts installed in residential (not commercial) applications, except for certain models, heat exchangers, compressors, installation locations and non-matching coils whose applicable Warranty Periods are listed below under "EXCEPTIONS":

Condensing Units: RANL-JEZ, RAPL-JEZ, RAPM-JEZ, RARL-JEC, RASL-JEC, RARL-JEZ, RASL-JEZ

Heat Pumps: RPNL-JEZ, RPPL-JEZ, RPQL-JEZ, RPRL-JEC, RPRL-JEZ

A **Five (5) Year Limited Warranty** applies to the following RHEEM single-phase heating and cooling models and component parts installed in residential (not commercial) applications, except for heat exchangers, compressors, installation locations and non-matching coils, whose applicable Warranty Periods are listed below under "EXCEPTIONS":

Gas Furnaces: RGFD, RGGD, RGJD, RGLR, RGPR

EXCEPTIONS:

COMPRESSOR:

FIVE (5) YEARS: The Applicable Warranty Period is FIVE (5) YEARS after the Effective Date for compressors in all three-phase products, and all single-phase products installed in commercial applications.

CONDITIONAL PARTS WARRANTY: A Ten (10) Year Limited Parts Warranty applies to the following gas furnaces and furnace coils when installed as a matched system with a JEZ or JEC condensing unit or heat pump: RGFD, RGGD, RGJD, RGLR, RGPR, RCFL, RCFM, RCFN.

CONDITIONAL UNIT REPLACEMENT WARRANTY for RAPL, RAPM, RARL, RASL, RANL, RPNL, RPPL, RPQL & RPRL Models: In addition to the Limited Parts Warranty, a conditional Limited Warranty Period of Five (5) years after the Effective Date applies to RAPL-JEZ, RAPM-JEZ, RANL-JEZ, RPNL-JEZ, RPPL-JEZ and RPQL-JEZ models and Ten (10) years after the Effective Date applies to RARL-JEC, RASL-JEC, RPRL-JEC, RARL-JEZ, RASL-JEZ, and RPRL-JEZ models ONLY for RHEEM to provide a replacement model (If an exact replacement is not available, an equivalent product will be provided) to the original purchaser if the compressor fails AND if the following additional conditions are satisfied:

- Unit is installed with a new RHEEM air handler OR RHEEM Indoor Coil and RHEEM Gas Furnace, AND is properly matched as specified by RHEEM in the Air Conditioning Institute (ARI) published ratings.
- Unit is still owned by the original purchaser; in the original installation; AND
- Warranty is registered with RHEEM within 60 days of original installation or closing of your residence*. Product registration is available online at www.RheemAC.com/register.

CONDITIONAL WARRANTY for RGFD, RGGD & RGJD GAS FURNACES:

In addition to the Five Year Limited Parts Warranty, a conditional Limited Lifetime Replacement Warranty applies to RGFD, RGGD and RGJD models ONLY for Rheem to provide a replacement RGFD, RGGD and RGJD Gas Furnace to the original purchaser if the heat exchanger fails AND if the following additional conditions are satisfied:

- Unit is still owned by the original purchaser; in the original installation location; AND
- Warranty is registered with Rheem Manufacturing Company, Air Conditioning Division within 60 days of original installation or closing of your residence*. Product registration is available online at www.RheemAC.com/register.

HEAT EXCHANGERS:

TWENTY (20) YEARS: The Applicable Warranty Period is TWENTY (20) YEARS after the Effective Date on heat exchangers only for Models: RGLR, RGPR.

LIFETIME LIMITED WARRANTY:

Only for Models: RGFD, RGGD, RGJD, RGLR, RGPR. The Manufacturer warrants the primary heat exchanger and the secondary heat exchanger (condensing coil) to the Original Owner for his or her lifetime, provided the furnace is installed and used in the Original Owner's principal residence, subject to proof of purchase and such installation. For any subsequent owner (or the Original Owner where the above lifetime Limited Warranty conditions are not met or cease being met), or if the furnace is installed for non-residential use, the Manufacturer's warranty on the primary heat exchanger and the secondary heat exchanger (condensing coil) is for an Applicable Warranty Period of **TWENTY (20) YEARS** after the Effective Date.

OTHER PRODUCTS:

ONE (1) YEAR: The Applicable Warranty Period is only ONE (1) YEAR after the Effective Date for any other products, including commercial equipment and single-phase equipment installed in commercial applications.

COMPLETE THE FOLLOWING USER INFORMATION.

KEEP THIS WARRANTY FOR YOUR RECORDS – DO NOT MAIL!

Owner Name: _____

Owner Address: _____

City/State(Province)/Postal Code: _____

Date of Original Installation: _____

Installing Contractor Company Name: _____

Installing Contractor Telephone: _____

Installing Contractor Address: _____

City/State(Province)/Postal Code: _____

Model Number: _____

Serial Number: _____

*Residential application is defined as a single-family occupancy dwelling

KEEP THIS WARRANTY FOR YOUR RECORDS – REGISTER YOUR PRODUCT ONLINE AT www.RheemAC.com/register