



715 North Madelia Street  
Spokane, WA 99202  
Phone: 509-534-7225  
Fax: 509-534-6865  
www.divcoec.com

**City of Cheney**

**Steve Marx – Light Department Director**

**Re: Unit Heater(s) Installation for Shop  
November 16, 2020**

**Proposal # 2020-522**

**PROPOSAL**

DIVCO shall provide all labor and material to perform the following:

**1. Site Work**

- A. Provide & Install a new ADP M# - UHCM-400 400k btuh unit heater in the shop.
- B. Install flue vent(s) up through the roof.
- C. Provide roofing patch(s) at the flue vent locations.
- D. Install additional gas piping from the existing low pressure gas line. Work with Avista to change the meter to high pressure delivery. Install gas pressure regulators at each appliance location. Pressure test the gas piping according to code.
- E. Run new electrical for the heater(s) from a panel with spare breaker spaces & available power capacity.
- F. Prevailing wages have been calculated into this proposal.
- G. Furnish all permits.
- H. Start & test new equipment.

The total price for the above work is **\$15,724.00** plus tax if applicable. Initial for approval\_\_\_\_\_

(2) 200k btuh unit heaters option:

The total price for the above work is **\$19,083.00** plus tax if applicable. Initial for approval\_\_\_\_\_

Remove the old exhaust fan & heater in the two door portion of the shop:

The total price for the above work is **\$1,980.00** plus tax if applicable. Initial for approval\_\_\_\_\_

**2. Exclusions**

- A. Dedicated outside air systems.
- B. L & I plan review or upgrades made necessary by the review.
- C. All work to be performed during normal business hours. 8-5 Monday through Friday. Work outside of these hours will be charged shift differential or overtime.
- D. Asbestos survey or asbestos removal if found to be on site.
- E. Any other changes if required by local officials to conform to building or mechanical codes including duct smoke detectors & fire alarms.
- F. Structural modifications.

**This proposal is good for a period of 30 days from the above date. If you wish us to proceed with this work, please review the attached terms and conditions, sign the last page, and return a copy to us via email or FAX (509-534-6865).**

Sincerely;



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Mark Colman / Project Sales  
DIVCO Incorporated

## Project Terms and Conditions

### Special Services

By accepting this proposal Purchaser agrees to be bound by the following terms and conditions unless otherwise indicated herein:

**SCOPE OF WORK** This proposal is based upon straight time labor and excludes all plastering, patching and painting unless otherwise stated in the attachment. Any request by the purchaser for overtime work shall be considered and extra. Purchaser agrees to provide DIVCO (hereinafter called Seller) with required field utilities (electricity, toilets, drinking water, project hoist and elevator service, etc.) Seller agrees at all times to keep the job site clean of debris arising out of its own operations, and Purchaser shall in no event back charge Seller for Purchaser's cleanup costs without Seller's written consent.

**REMITTANCES** All invoices shall be due and payable in United States currency, free of exchange, collection, or any charges, upon receipt or as otherwise agreed upon and set forth in writing by Seller. The purchaser, if so requested, agrees to furnish Seller with all information necessary to make a proper credit appraisal. Refusal to supply such information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.

**PAYMENTS** Seller reserves the right to render invoices from time to time as the work progresses, which shall be due and payable as provided in the paragraph entitled "Remittances". If the Purchaser becomes overdue in any progress payment or the Purchaser's ability to pay is in doubt, Seller shall be entitled to suspend work and/or avail itself of other legal remedies. Customer will promptly pay invoices within ten (10) days of receipts. Should payment become thirty (30) days or more delinquent, DIVCO may stop all work under this agreement without notice and/or cancel this agreement, and the agreement amount shall become due and payable immediately upon demand. DIVCO will assess a late charge in the amount of 1 1/2 percent per month after thirty (30) days from the invoice date. Customer agrees to pay on demand the amount of all expenses reasonably incurred by DIVCO in efforts to collect the indebtedness in the event that this agreement is referred to an attorney. Customer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all court costs and costs of public officials. In the event legal remedy is necessary, venue shall be in Spokane County, Washington.

**INCREASED COSTS** The price specified in this proposal is based upon labor, material and equipment costs ("Base Costs") in effect on the date hereof. Seller shall be reimbursed for costs incurred in excess of Base Costs, plus reasonable overhead and profit, provided such excess costs are incurred for reasons beyond the control of Seller. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Seller, then in the case of permanent unavailability, Seller shall (a) be excused from furnishing said materials or equipment or (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and cost of a reasonable available substitute thereof.

**MATERIALS** Seller will immediately undertake to purchase the material required by the contract and will suitably insure and store the materials on the job site or at other storage facilities. Purchaser agrees to pay for said materials when delivered to the job site or other storage facilities and to pay for the cost of insurance and the cost of storage for said materials.

**WARRANTY** Seller warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Seller, for a period of one (1) year from installation. For equipment installed by Seller, if Purchaser provides written notice to Seller of any such defect within thirty (30) days after the appearance or discovery of such defect, Seller shall, at its option, promptly repair or replace the defective equipment. For equipment not installed by Seller, if Purchaser returns the defective equipment to Seller within thirty (30) days after appearance or discovery of such defect, Seller shall at its option, promptly repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with, the warranty for equipment not installed by seller shall be borne by Purchaser. THESE WARRANTIES ARE IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.

**PURCHASER'S REMEDIES** The Purchaser's remedies with respect to equipment found to be defective in material or workmanship shall be limited inclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL THE SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

**TAXES** The amount of any future sales, use, occupancy, or federal, state or local tax which the seller hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Purchase or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Purchaser.

Customer: \_\_\_\_\_ DIVCO: \_\_\_\_\_

**LOSS, DAMAGE OR DELAYS** Seller shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, freeze ups, strikes, lockout, differences with workmen, riot, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL SELLER BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES, but this sentence shall not relieve Seller of liability for damage to property or injury of persons resulting from accidents caused directly by the negligence of Seller in performance or failure of performance of its obligations under this agreement.

**GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

**PATENT INFRINGEMENT** Seller will hold its Purchaser and the owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Purchaser and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.

**ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Purchaser and Seller when accepted in writing by the Purchaser and when subsequently approved in writing hereon at our office in Washington, or by our written acceptance of your purchase order at our office in Washington. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties names herein and shall prevail over any inconsistent provision of said order. No waiver, alteration or modification of the terms and conditions on this and the face side hereof shall be binding unless in writing and signed by an authorized representative of Seller at our office in Washington.

**ATTORNEY'S FEES** Purchaser agrees that he will pay and reimburse Seller for any and all reasonable attorneys' fees which are incurred by Seller in the collection of amounts due and payable thereunder.

**INSURANCE** Insurance coverage in excess of Seller's standard limits will be furnished when requested and required. No credit will be given or premium paid by Seller for insurance afforded by others.

**CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work only upon agreement to pay Seller's adjustment charge.

**CERTIFICATION** The person whose signature appears on the face side hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the bidder and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the bidder to any such person and will not be communicated to any such person prior to the official opening of the said bid.

**EXECUTIVE ORDER 11246 – Affirmative Action for Minorities and Women**

During the performance of this contract, the Contractor agrees to comply with any applicable requirements of Executive Order 11246 (as amended by EO 11375, 12486, et al) and its implementing regulations at 41 CFR 60-1, 2, 3 and 4, prohibiting discrimination based on race, gender, ethnicity, national origin or religion and requiring affirmative action and EEO reporting to promote equal opportunity. The relevant sections required by 41 CFR 60-1.4 are hereby incorporated by reference

**AFFIRMATIVE ACTION FOR VIETNAM ERA & OTHER VETERANS**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**AFFIRMATIVE ACTION FOR PERSONS WITH DISABILITIES**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Executive Order 13496 of January 30, 2009 may require our suppliers and subcontractors to post notices of employee union rights, and notify their contractors of same. 29CFR Part 471, Appendix A to Subpart A is hereby incorporate by reference.

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Representative

**Proposal # 2020-474**

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
DIVCO Representative

**DIVCO Incorporated  
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