

HVAC Service Agreement

Proposed by: **DIVCO Inc.**
 715 N Madelia
 Spokane, WA 99202

Date: December 1, 2021
Agreement Number: 20126132

Proposed to: **Mark Schuller**
City Administrator
City of Cheney

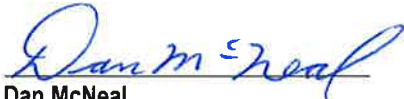
Location: **Wren Pierson Building**
615 4th Street
Cheney, WA 99004

Scope: This proposal is the proprietary property of DIVCO Incorporated and is provided for the customers use only. DIVCO guarantees the price stated in this agreement for thirty (30) days from the proposal date. By signing this agreement, this proposal becomes a binding agreement. The attached *Terms and Conditions of Sale*, are a part thereof. DIVCO shall provide the following service as requested, for the items specified on the *List of Maintained Equipment*.

Duration: This agreement shall remain in effect for an original term of one year, commencing **January 1, 2022**, and automatically renewing from year to year thereafter. Either party may terminate this agreement with a 30-day notice.

Annual Charges:	Quarterly Preventive Maintenance Service Options	
	<input checked="" type="checkbox"/> Mechanical Maintenance Service	\$ 3,542.00
	<input checked="" type="checkbox"/> Quarterly Filter Service	\$ Included
	<input checked="" type="checkbox"/> Annual Spring Chemical Condenser Coil Cleaning	\$ Included
Total Annual Price:		\$3,542.00
Quarterly Billing:		\$885.50 plus tax

This Proposal Submitted by



Dan McNeal,
 Account Manager
 Divco, Inc
 509-536-1149 x218
 danmcneal@divcoec.com

Proposal Accepted by

_____ Date _____

Authorized Signature
 Chris Grover, Mayor

Scheduled Preventive Maintenance Services

General

This agreement offers planned maintenance for the critical pieces of your mechanical systems. The maintenance tasking procedures are conducted in accordance with the manufacturer's specification. These tasks are performed by factory trained and licensed personnel, in order to maximize life span, improve operating efficiency, reduce breakdown and improve comfort conditions. We recommend this preventive maintenance service in order to maintain the original condition of installed and commissioned systems. We accomplish this by executing the necessary testing and calibration, as well as identifying defects and potential problem areas.

- ◆ A roof map of equipment covered items is provided at the end of this agreement.
- ◆ An equipment list of covered equipment is provided at the end of this agreement
- ◆ Planned maintenance activities will be performed during normal business hours (8:00 a.m. to 5:00 p.m., Monday - Friday), with the option for after-hours arrangements.
- ◆ Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these tasks.
- ◆ DIVCO will test and cycle all equipment after service is complete, to ensure proper operational conditions.
- ◆ After completion, you will receive a service report with written documentation of tasks performed and any recommendations of our findings for your records.
- ◆ The end result of these services shall be:
 - Energy savings up to 10 percent.
 - Investment protection.
 - Decreased downtime.
 - Increased occupant comfort.
 - Trouble-free operation.
 - Increase equipment life span.

Peace of Mind

Service Tasks

Listed below are common tasks and services for equipment covered herein. Detailed tasking, specific to items on the attached equipment list, will be prepared by the service manager and presented to the service technician upon agreement start-up.

HVAC Equipment

- ◆ Service includes checking for unusual noises, vibration, or corrosion, securing panels and reporting any leaks. Additionally, DIVCO will check unit control panels for damaged wiring and verify proper operation of all components. DIVCO will record voltage and amperage, and inspect motor starters and contactors. The technician will inspect and adjust blower motors, belts, sleeves, evaporator coils, air filters, and condensate drains. DIVCO will also meg motors (20 HP and larger, compressor motors 7-ton and larger), inspect and adjust condenser fan motors, blades, speed controls, and condenser coils.

Filter Service

- ◆ DIVCO shall furnish and install quality air filter media. This service will be performed as required, during the scheduled service, for the applicable items on the *equipment list*. If changing environmental conditions or experience indicates that the filter-changing schedule needs to be adjusted, it will be modified by mutual consent.
- ◆ Included in your program are 4 filter change(s) per unit, per year.

Condenser Coil Cleaning Service

- ◆ Condenser coil cleaning will be accomplished annually during the cooling season. This will help prolong the condenser life and add to increase efficiency during the cooling season. If changing environmental conditions or experience indicates that the above condenser coil-cleaning schedule needs to be adjusted, it will be modified by mutual consent.
- ◆ Included in your program is 1 coil cleanings per unit, per year.

Exhaust Fans

- ◆ Specific tasks include lubrication, checking for unusual noises, vibration, or corrosion. Panels are secured and any damage is reported. Voltage and amperage is recorded. Wiring and starter are checked. Belts, pulleys, and fan blades are inspected and adjusted.

Time & Material Services

- ◆ **HVAC Services:** Labor for all service calls, above and beyond the scope of scheduled services within this agreement, will be billed at our Time & Material Service rate, M-F 8am – 5pm. After hours, weekends and holidays will be billed at the time & one-half rate. Call our dispatch center at 509-534-7225.
- ◆ **Plumbing Services:** On-demand plumbing services are available at our plumbing flat T&M, plus materials, M-F 8am – 5pm. After hours, weekends and holidays will be billed at the time & one-half rate. Call our dispatch center at 888-621-5103.
- ◆ **Truck Charges:** There will be a \$30.00 truck charge (in lieu of charging mileage) for each service call.

EQUIPMENT LIST

LOCATION Wren Pierson Bldg.
ADDRESS: 615 4th Street Cheney, WA 99004

CONTACT _____
CONTACT _____
509.489.9295

UNIT #	MAKE	MODEL #	SERIAL #	TYPE	TONNAGE	FILTER SIZES		Location
RTU-1	Carrier	50VT-A36-51	0411C32201	RTU	3 ton	1	16x25x2	Roof/Supplies Multi-Purpose Room
							14x25x2	
RTU-2	Carrier	50VT-A36-51	0611C35370	RTU	3 ton	1	16x25x2	Roof/Supplies Multi-Purpose Room
							14x25x2	
RTU-3	Carrier	50VT-A24-51	0611C35564	RTU	2 ton	2	12x20x2	Roof/Supplies Senior Activity Room
RTU-4	Carrier	50VT-A30-51	0511C34888	RTU	2.5 ton	2	12x20x2	Roof/Supplies Dance Studio
RTU-5	Carrier	50VT-A30-51		RTU	2.5 ton	2	12x20x2	Reception Entry
RTU-6	Carrier	50VT-A24-51	1011C44876	RTU	2 ton	2	12x20x2	Roof/Supplies Community Mtg Room
RTU-7	Carrier	50VT-A36-51	0611C35371	RTU	3 ton	1	16x25x2	Roof/Supplies Teen Center
							14x25x2	
CU-1	Carrier	25HPA624A0030030	3410E19862	HP	2 ton			Roof/Supplies rooms 001, 005, 006, 007
CU-2	Carrier	25HPA624A0030030	3410E19824	HP	2 ton			Roof/Supplies Rooms 002, 004
CU-3	Carrier	25HPA624A0030030	3210E10227	HP	2 ton			Roof/Supplies Room 003
HVAC-1	Carrier	FV4CCNF002000AAAA	5010A85504	AHU		1	16x20x2	Closet in Cheney Food Bank
HVAC-2	Carrier	FV4CCNF002000AAAA	5010A85511	AHU		1	16x20x2	Closet in Clothing Exchange
HVAC-3	Carrier	FV4CCNF002000AAAA	3610A85221	AHU		1	16x20x2	Closet in Cheney Outreach Center
EF-1	Cook	100ACRUH		EF	1/4 HP			Roof
EF-2	Cook			EF	1/3 HP			Ceiling in lower level hallway
EF-3	Cook	165ACRU		EF	1/4 HP			Roof

AHU= AIR HANDLING UNIT, WAC= WINDOW AIR CONDITIONING, CF= CEILING FAN

DIVCO Terms and Conditions of Sale

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

General Provisions

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during DIVCO normal working hours, Monday through Friday inclusive, excluding holidays.
- 1.2 Client shall provide reasonable means of access to the equipment being serviced. DIVCO shall not be responsible for any removal, replacement or refurbishing of the building structure, if required to gain access to the equipment. DIVCO shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by a DIVCO representative, shall constitute the entire agreement between the two parties.
- 1.4 Either party may terminate this agreement on the anniversary date of the original term or any extended term by giving the other party 30 days notice of its intention.

Charges

- 2.1 For services not covered by this agreement but performed by DIVCO upon the Client's authorization, the Client agrees to pay DIVCO upon presentation of itemized invoice(s), at DIVCO' prevailing rates.
- 2.2 If an emergency service is requested by the Client and inspection does not reveal any defect for which DIVCO is liable under this agreement, the Client will be charged at DIVCO' prevailing rates.
- 2.3 The annual rate is subject to adjustment annually on each anniversary date to reflect increases in labor, material and other costs.
- 2.4 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.

Limitations of Liability

- 3.1 DIVCO 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, water damage, lightening, freeze-ups, strikes, lockouts, difference with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL DIVCO BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES**, but this sentence shall not relieve DIVCO of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of DIVCO in performance or failure of performance of its obligations under this agreement.
- 3.2 DIVCO shall not be required to make safety tests, install new devices, or make modifications to any equipment beyond the scope of the original contract in order to comply with recommendations or directives of insurance companies, governmental bodies or for other reasons.
- 3.3 DIVCO shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 This agreement pre-supposes that all equipment is in satisfactory working condition. A cost estimate will be furnished for any equipment found in need of repair, upon initial inspection or initial seasonal start-up, with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.
- 3.5 This agreement pre-supposes no substance regarded as hazardous by EPA is utilized in the system. If in servicing the system, DIVCO discovers the use of hazardous material, the Client will be responsible to remove, or have removed, any such substance and to replace it with a non-hazardous substitute. The Client will incur the cost of removal and substitution.

- 3.6 The amount of any present or future sales, use, occupancy, excise, or other federal, state or local tax which DIVCO hereafter shall be obligated legally to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.7 If the equipment or software included under this agreement is altered, modified, or changed by a party other than DIVCO, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly or DIVCO may terminate the agreement.
- 3.8 Following 12 months of service or any time thereafter, if individual item(s) cannot, in DIVCO' opinion, be properly repaired on-site, due to excessive wear or deterioration, DIVCO may withdraw the items(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.
- 3.10 Customer shall permit only DIVCO' personnel or agent to perform the work included in the scope of this agreement. Should anyone other than DIVCO' personnel perform such work, DIVCO may, at its option, cancel the agreement or eliminate the involved item of equipment from inclusion in this Agreement.
- 3.11 In the event the system is altered, modified, changed or moved, by a party other than DIVCO, DIVCO reserves the right to terminate or negotiate the Agreement based on the condition of the system after the changes have been made.
- 3.12 DIVCO will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 3.13 This agreement does not include responsibility for design of the systems, obsolesces, safety test, repair or replacement caused by weather, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the systems, negligence of others (including customer), failure of customer to properly operate the systems, requirements of the governmental, regulatory, or insurance agencies, or other causes beyond DIVCO' control.

Extra Charges

- 4.1 If a trouble call is made at the Customers request and inspection indicates a condition which is not covered under this agreement, DIVCO may charge customer at the rate than in effect for such services.

Non-Maintainable Equipment

- 5.1 The annual rate assumes the equipment covered under this Agreement is in maintainable condition. If, at the time of seasonal start-up or on the first inspection, repairs or replacements are required, such charges will be submitted for customer's approval. If customer does not authorize such repairs or replacements, DIVCO may either remove the equipment from its scope of responsibility, and adjust the annual rate accordingly, or cancel the agreement.
- 5.2 This Agreement applies only to the maintainable portions of the system(s). Under full coverage agreements, DIVCO will not be responsible for the repair or replacement of non-maintainable and/or non-moving parts of the heating, ventilation and air conditioning systems. Examples of such non-covered items are ductwork, cabinets, heat exchangers, boiler tubes, boiler sections, boiler refractory, chimney, breeching, refrigeration evaporators, cleaning of condensate drains, refrigeration condensers, water coils, steam coils, pneumatic air lines, fan housings, main power service and electrical wiring, valve bodies or other structural parts. In regards to loss of refrigerants which are no longer manufactured, DIVCO is only responsible for the labor required to remove and recharge the system. If the refrigerant is commercially available, it will be priced at current market rates.

Facilities Management Programs Limitations – If Applicable

- 6.1 All computerized maintenance monitoring and computerized energy management equipment provided by DIVCO will remain the property of DIVCO. Should this program be terminated, DIVCO reserves the right to remove this equipment.
- 6.2 The monitoring service is not to imply or obligate any direct liability or contingent liability for damages caused by alarms not received or handled improperly. This service is not a U.L. certified alarm center. Lines are checked at least monthly for connection.
- 6.3 Customer is responsible for all phone line installation, line costs, and usage charges incurred.