

**City of Cheney  
Fire Department  
HVAC Standard Preventive Maintenance  
Service Agreement**

**Agreement Renewal #20176108**

**Prepared by:**

Dan McNeal  
509-536-1149 x218

**For:**

City of Cheney  
611 4th St.  
Cheney, WA 99004

**24 HOUR SERVICE: 509-534-7225 / 888-621-5103**

DIVCO Incorporated  
715 N. Madelia  
Spokane, WA 99202  
Office: 509-534-7225  
Fax: 509-534-6865

**12/1/2021**



## DIVCO Service Team

**Principal Owners:** Jeff & Tricia Lathrop have assembled a team of industry professionals whose objective is to provide cost effective *building comfort* for commercial customers. The team achieves that objective by offering preventive maintenance services that 1) protect the customer's investment in mechanical equipment, 2) prolong the lifecycle of the mechanical equipment, 3) reduce energy & operating costs, 4) provide outstanding tenant comfort, and 5) deliver prompt & reliable customer service.

**Safety Director:** As safety director, Burr Crossley is responsible for developing, training, implementing, tracking and monitoring all phases of safety protocol for DIVCO employees. This will be accomplished by following all governing regulations as dictated for the HVAC mechanical services industry.

**Operations Manager:** Chris Markham is responsible for all service technicians at Divco Inc. This includes hiring, training, tasking, safety, tools, and vehicles.

**Account Manager:** Dan McNeal will be your account manager. The primary responsibility of the account manager is to provide support and coordination for the execution of your service program. Your account manager is ultimately responsible for providing you with excellent customer service.

**Quality Assurance:** The mechanical services performed by the staff of technicians will be randomly assessed by the Operations Manager, Account Manager and the Safety Director. This assessment ensures work performed is in compliance with factory recommended maintenance procedures, industry safety standards, applicable governing regulation, in-house training directives, and any pertinent customer compliance requests.

**Primary Service Technician:** The primary service technician will be performing the service and repair functions for your DIVCO related HVAC equipment whenever possible. In the event that the primary service technician is not available, DIVCO will ensure we have other highly skilled service technician trained on your specific systems. These technicians will also be capable and ready to respond to your specific needs. Your service technicians can be reached by calling 24HR Service Dispatch at 509-534-7225 / 888-621-5103.

**24HR Service Dispatcher:**

Tisha and Todd are our service dispatchers. Our Service Dispatchers are responsible for dispatching service technicians in response to your service needs. Service Dispatch can be reached at 509-534-7225 / 888-621-5103 for emergency service or normal service requests.

## Agreement Investment

This service agreement will remain in effect for an original term of 12 months beginning **January 1, 2022** and renew automatically from year to year thereafter. During the renewal process, the agreement price is reviewed and may be adjusted according to the annual inflation rate. Either party may terminate this agreement with a 30 day notice.

## Scheduled Services

Listed below, you will find a common description of scheduled tasks and services for equipment covered herein. Detailed tasking's, specific to items on the attached equipment list, will be prepared by the operations manager and presented to your service technician upon agreement start-up. Our services include 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. Upon completion of our services, you will receive a service report with written documentation of tasks performed and any recommendations of our findings for your records.

## DIVCO Standard Preventive Maintenance (PM)

DIVCO's Standard Preventive Maintenance program ensures performance and management of the manufacturers recommended maintenance routines. DIVCO's factory trained service technicians perform the mechanical maintenances according to the equipment's age, size, and run-time to ensure proper system operation and efficiency. This level of service results in fewer equipment failures, increased equipment life, and maximum energy savings.

DIVCO's Standard Preventive Maintenance plan is not to be compared with a mere *economy-type* "Inspection & Filter Change Service". Economy services do not allow a service technician adequate time to ensure proper operation and efficiency of the mechanical systems. Those service plans end up costing the consumer more dollars toward troubleshooting and repairs.

### **HVAC Equipment Spring / Fall Services**

Spring / Fall Services include checking for unusual noises, vibration, or corrosion, securing panels and reporting any leaks. Additionally, your service technician will check unit control panels for damaged wiring and verify proper operation of all components. He will inspect heat exchangers, motor starters and contactors; inspect and adjust blower motors, belts, sheaves, evaporator coils, air filters, and condensate drains. DIVCO will inspect and adjust condenser fan motors, blades, speed controls, and condenser coils. Economizer dampers and controls will be checked for proper operation. Economizer linkages will be lubricated.

### **HVAC Equipment Mid-Summer / Mid-Winter Services**

Mid-Summer / Mid-Winter Services provide a test and inspection service which *verifies equipment operation during peak season operation*. This service ensures system efficiency and can prevent / eliminate a situation which may develop into a catastrophic failure if left unnoticed until the next scheduled service for that particular seasonal component.

**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.

Your program offers 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.

Your program offers 1 coil cleaning per unit, per year.

**Evaporator Coil Cleaning Service**

A thorough preventive maintenance program typically incorporates the frequent exchange of quality MERV 8 pleated filters. In doing so, the "evaporative" (or indoor) coil will seldom need to be cleaned. Substandard filters, missing or loose filter door panels, or delayed filter change frequency will enable the evaporative coil to become dirty, plugged and/or contaminated with mold or mildew. As these conditions are not predictive, this service is not included as part of this scheduled service agreement.

If it is ever determined that the evaporator coils require cleaning, your DIVCO service technician will seek your approval to perform this service as an additional "Time & Material" billable item. By performing the evaporative coil cleaning, the equipment will be able to provide a cleaner / fresher supply of airflow. This will also help prolong the evaporator life and add to the peak operational efficiencies during the cooling season.

**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. If the exhaust fans are belt driven, belts will be replaced annually if selected as part of this agreement.

Your program offers 2 services per exhaust fan, per year.

**Gas Fired Unit Heaters**

DIVCO shall check the pilot light or ignition system for proper operation and flame height. The burner orifices shall be inspected and the burner section will be cleaned if required. The fuel to air ratio will be adjusted if needed to achieve proper flame height. The heat exchanger will be visually inspected for signs of cracks or leakage. If there is evidence of any problem with the heat exchanger, DIVCO will take flue CO readings and record the results. If CO levels in the flue exceed 400ppm, the unit will be shutoff and tagged. The blower fan will be checked for excessive vibration and vacuumed if required. Bearings will be lubricated and thermostat settings will be verified and adjusted as necessary.

Your program offers 1 Fall PM services per unit, per year.

## 24-Hour Emergency Service Response Time

Response to service calls will be based on the type and nature of the service required. If the call is for a critical system failure, DIVCO will respond in four hours or less. If it is determined not to be critical in nature, service will be provided at a mutually agreed upon time.

## Time & Material HVAC Services

**HVAC Services:** Labor for all service calls, above and beyond the scope of scheduled services within this agreement, will be billed at the Preferred 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.

**Truck Charges:** *Time and Material* service calls will also include standard *Truck Charge* or mileage fee.

## Plumbing Services

### Backflow Prevention Testing Services

Backflow Prevention Testing ensures that drinking water is safe to building occupants. DIVCO's certified plumbers can provide the annually required backflow prevention testing and inspection services. Upon completion, DIVCO submits the required inspection documentation to the appropriate authorities.

If testing determines a backflow prevention device has failed, DIVCO's certified plumber has the required licensing authority to make the necessary repairs or replacement which will bring the device back to code specifications. If repairs or replacement are required, DIVCO will seek your approval prior to performing those services. (Repair/Replacement service is typically not offered from most landscape-type-company test providers. Those companies generally have licensing which only allows testing of devices, and not the authority to perform repairs or replacement.)

If the location of the backflow device(s) requires the plumber to enter and occupy an underground vault or confined space, safety requirements dictate that an additional safety observer must be present and that the plumber utilizes the required life-safety equipment. Therefore, there will be an additional service charge per vault or confined space.

### On-demand Plumbing Services

DIVCO's 24/7 on-demand plumbing services are offered in the greater Spokane & Coeur d'Alene areas. Standard flat rates apply M-F 8am–5pm. After hour, weekend and holiday rates are billed at time & one-half rate. Call our dispatch center at 509-534-7225.

**Plumbing Preventive Maintenance Services**

A typical building's plumbing systems can have unforeseen faults occurring which develop into very costly repairs. DIVCO's plumbing inspection services are proactive at identifying and repairing these issues before they become a major concern. Items typically inspected as part of our services include: sinks, shutoff valves, water fountains, bathroom fixtures, water heaters, backflow devices, sump pumps, etc. Upon completion of services, DIVCO provides a service report listing any items requiring additional service or repair. This service ensures that the building's plumbing system remain sound and reliable.

**Free One-Time Plumbing System Inspection Service**

If requested, DIVCO will provide a free one-time plumbing inspection service for your facility. This service will help identify potential plumbing problems which can potentially lead to costly repairs. Upon completion of the inspection, DIVCO will provide a document which identifies and prioritizes any items requiring service or repair.

Call our dispatch center at 509-534-7225.

## Equipment List

Fire Department Mechanical Equipment/Service	Size / Type	Quantity	Visits	Make / Model	Serial	Location
Filters 2" Pleated Merv 8	16x25x2	4	4			HP 1 & 2
Filters 2" Pleated Merv 8	16x25x2	1	4			F1
Coil Cleaning - Condenser	Up to 10 ton	3	1			HP1. & 2, CU1
Package Heat Pump	3.5 Ton	1	4	RUUD RJPL-A042CL	F171601547	HP1 Outside S.W. - 2018
Package Heat Pump	5 Ton	1	4	RUUD RJPL-A060CK	F071701866	HP2 Outside S.E. - 2018
Furnace / AHU - Electric	Up to 20 KW	1	4	Carrier FXDNF019	5597F239814746	F1
Heat Pump - CU	1 to 5 Ton	1	4	Carrier 25HCC518A030000	2111E02937	CU1 Roof
Unit Heater	Gas Fired	1	1	Reznor TBD	TBD	Garage
Exhaust Fans	Fractional H.P.	1	2	Exit Aire CX832	TBD	EF1 Roof
Exhaust Fans	Fractional H.P.	1	2	Exit Aire CX1515	TBD	EF1 Roof
Exhaust Fans	Fractional H.P.	1	2	Exit Aire CX1515	TBD	EF1 Roof

## ROOF MAP



Cheney Fired Department



## Prevailing Wage Provisions

1. In the state of Washington, any publicly funded facility; or, any privately owned facility which leases/rents 50% or more of a facility to a government entity; falls under "Public Work" and is subject to "Prevailing Wages". (RCW39.04.260)
2. For all facilities falling under "Public Work" laws, DIVCO will provide "Prevailing Wage" provisions to those service technicians assigned to the facility.



**Agreement #20176108**

Scheduled Service Options	Quarterly Billing	Annual Price
HVAC Quarterly PM & Filter Service (Includes Spring Condenser Coil Cleaning)	\$289.00	\$1,156.00

**Cheney Fire Department** agrees to pay DIVCO the annual amount of: **\$1,156.00** dollars, to be invoiced in equal **Quarterly** installments of **\$289.00**. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by DIVCO. DIVCO must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied\*. DIVCO Guarantees the price stated in this agreement for ninety (90) days from the proposal date.

**City of Cheney** must state if this service agreement involves "Public Work".  
Yes \_\_\_\_\_ No \_\_\_\_\_ (Please Initial)

Accepted by:

  
\_\_\_\_\_

**Name: Chris Grover**

Title: Mayor

Date: \_\_\_\_\_

City of Cheney

609 Second St.

Cheney, WA 99004

\_\_\_\_\_

**Name: Dan McNeal**

Title: Account Manager

Date: December 1, 2021

DIVCO Incorporated

715 N. Madelia

Spokane, WA 99202

### **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. Cost of man lift to access unit heaters is not included. 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 dampers, ductwork, cabinets, heat exchangers, boiler tubes, boiler sections, boiler refractory, chimney, breeching, refrigerant piping, refrigerant leaks, refrigeration evaporators, refrigeration condensers, condensate drain pans and lines, water coils, steam coils, steam traps, pneumatic air lines, fan housings, main power service and electrical wiring, valve bodies or other structural parts.

#### **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.

#### **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**

Applicable to all nonexempt contracts and purchase orders of at least \$100,000 a year.

**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**

Applicable to all non-exempt contracts and purchase orders of at least \$10,000 a year

**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.