



# COMFORT FLOW HEATING

AND AIR CONDITIONING CCB# 480

Dec 10, 2018

Q# 181210-1

SUBMITTED TO: City of Newport WWTP  
169 SW Coast HWY  
Newport Oregon  
Attn: Andrew Grant

JOB ADDRESS: City of Newport WWTP  
5525 SE 50<sup>th</sup> PL  
Newport Oregon

Re: ASU-1 HVAC Controls Retrofit

**Scope:**

1. Provide and install (1) new modulating programmable thermostat.
2. Provide and install (1) outdoor air sensor
3. Includes new discharge air temp sensor for new controls
4. Provide and install (2) new actuators to replace the existing outside and return damper actuators.
5. Provide and install (1) new control transformer
6. Provide new relays, wiring and misc. hardware for operation and control
7. Includes all materials and labor for installation, programming, and checkout.
8. Includes 1 year parts & labor warranty.

The above scope for the sum of \_\_\_\_\_ \$ 4870.00

**Conditions:**

The existing system has inoperable controls with DX cooling. Per owners request, DX cooling to be abandoned in place. Existing SCR is *presumed* to be operational, however upon installation of new controls a new SCR may be needed if existing unit has failed.

**Exclusions:** Any existing mechanical or other control issues, overtime wages (after hours work).

**Notes:** This proposal is valid for 30 days. Material lead time from order date is estimated to be approx. 3 to 4 weeks.

Sincerely,

Jonathan Henderson  
Controls Account Manager

1/1/19 - scanned to A. Grant

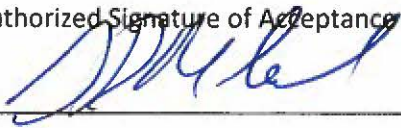
## Terms and conditions

1. **Notice of Right to Lien.** Owner acknowledges either 1) receipt of a *Notice of Right to Lien* as provided in ORS 87.021 and 87.023; or 2) that CFH is not required by law to provide such notice.
2. **Fees.** The Price for the work includes the charges for labor and materials required to complete the job. All other expenses are the responsibility of the Owner. In the event the work is financed by a bank or insurance company or other similar entity, CFH may at CFH's option agree to progress payments on a schedule approved by such lender in lieu of the foregoing schedule. CFH shall have no obligation to do so, however, and may require payment in the manner provided above.
3. **Risk of Loss.** Owner shall bear all risk of loss during construction except for loss or damage resulting from negligent acts or intentional misconduct of CFH. Owner may but shall not be obligated to purchase Builder's Risk insurance. In the event Owner does so, CFH shall be named as an additional insured.
4. **Starting and Completion Dates.** CFH shall begin construction on or before the Commencement Date and pursue construction diligently to completion except for delays due to no fault of CFH, such as bad weather, labor strikes, unavailability of materials, change orders, fire or other casualty. In such event, the time for performance by CFH shall be extended by the length of such delay.
5. **Insurance.** CFH will provide a certificate of insurance, upon request, evidencing the following coverage: General Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including Products and Completed Operations. Commercial Auto Liability insurance with a combined Single Limit of \$1,000,000. Workers Compensation insurance with a limit in compliance with State statutory requirements.
6. **Changes in the Work.** Owner may request changes in the nature of additions, deletions or modifications of the work without invalidating the Contract. Changes shall be requested in writing, but shall not be binding on CFH until CFH acknowledges receipt in writing. CFH shall make adjustments in the Price to reflect change orders and notify Owner of the Price adjustment.
7. **Alleged default by CFH.** In the event Owner believes CFH has defaulted in the performance of its work then Owner shall notify CFH in writing of the specific details of such alleged default and the specific proposed resolution for the alleged default. Upon receipt of the Owner's notice of default CFH shall have 30 calendar days to respond to the allegations before any further action may be taken by Owner.
8. **Default by Owner/Remedies.** Owner will be in default if Owner fails to pay any payment or other obligation by its due date. CFH shall notify Owner of any default by Owner who shall have ten (10) calendar days to cure such default. If Owner fails to cure or fails to pay any payment when due then CFH may 1) cease work until the default is cured; 2) continue the Contract and recover from Owner any amounts then due under the Contract together with interest thereon at the statutory rate from the date the payment was due until it is paid; or (3) cease work and terminate this Contract, file a lien against the Property and improvements and foreclose such lien or initiate litigation to recover all sums due CFH which include but are not limited to a percentage of the Price equal to the percentage of completion to the date of termination plus CFH's profit on the entire project plus attorney fees and costs.
9. **Warranty.** CFH MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE WORK, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH BELOW. UNDER NO CIRCUMSTANCES SHOULD CFH BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 9.1 **Materials.** The only warranties for materials are those given by the manufacturer. Copies of manufacturers' materials warranties, if any, will be supplied by CFH upon request.
- 9.2 **Labor.** CFH warrants that any labor provided by CFH, or CFH's employees, shall be free from defects in workmanship. If Owner notifies CFH in writing of defects in labor within three hundred sixty five (365) days following the date of the certificate of occupancy and if such notice specifies the defective workmanship with reasonable particularity, then CFH shall correct the defective workmanship at no cost to Owner. CFH's only obligation is to repair the defective workmanship. If Owner fails to report any default within such 365 days, CFH shall have no obligation to repair the defect.
10. **Site Conditions.** Owner agrees to save harmless, defend and indemnify CFH from all loss, liability, damage or expense resulting from or caused by hazardous or toxic materials on the Property or latent site conditions not expressly disclosed to CFH prior to the date of this Contract.
11. **Miscellaneous.**
  - 11.1 In the event of suit, action or other proceeding to enforce any of the terms hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred therein and in any appeal therefrom.
  - 11.2 This Contract is binding upon the heirs, personal representatives, successors and assigns of Owner and CFH. CFH may hire subcontractors but CFH may not delegate all of CFH's duties hereunder without Owner's prior written consent.
  - 11.3 Only the terms and conditions specified in this Contract are a part of this Contract.
  - 11.4 In the event construction plans and/or specifications are not provided to Comfort Flow Heating, Co. (CFH) then CFH shall complete the work in accordance with industry standards.
  - 11.5 Owner shall be responsible for the entire amount owed to CFH under this contract. In the event insurance proceeds are used to pay for the cost of repair and those insurance proceeds do not completely cover the amount owed, Owner shall be personally liable for all remaining balance.
  - 11.6 In the event any insurance payments to pay for repairs are made jointly to Owner and CFH, Owner shall cause the funds to be deposited into CFH's bank account within five (5) business days.

The terms and conditions are a part of this Contract agreed to by CFH and Owner.

DATED this 11<sup>th</sup> day of February, 20 19.

Authorized Signature of Acceptance



Approved as to Form



City Attorney