



**CIHA Spenard Commercial & Office HVAC Preventative Maintenance & Call-Out Services
26T-CD-205**

CIHA Contact Information	CONTRACTOR Contact Information
CIHA	[Name]
3510 Spenard Road	[Address]
Anchorage, Alaska 99503	[City, St. Zip]
Phone: (907) 793-3000	Phone
Main Fax: (907) 793-3070	FAX
Accounts Payable Fax: (907) 793-3077	E-Mail:
	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Gabe Layman, President/CEO	
Name Title	Name Title

Both CIHA and _____ (Contractor) shall be collectively referred to herein as the "Parties."

1. CONTRACT TERM

The agreement shall have an initial term of three (3) years, with up to two (2) additional one (1) year renewal terms, exercisable by CIHA subject to the availability of funding, satisfactory performance, mutually agreed-upon pricing, and the written consent of both parties. Each renewal term shall automatically renew for one (1) year unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

2. SCOPE OF SERVICES

- **Frequency:** All preventative maintenance items should be completed quarterly, unless the contractor recommends a different schedule or unless otherwise identified in the preventative maintenance scope below. Any recommended variations from the schedule should be indicated in the proposal.
- **Parts:** Contractor should include parts needed for preventative maintenance in their quote. A list of included parts should be furnished as part of the proposal.
- **Records:** Contractor to keep detailed records of all preventative maintenance and service calls. Records should be made available to CIHA upon request. Records to be retained for the duration of the contract.
- **Additional services identified:** Should any additional services be deemed necessary as a result of preventative maintenance inspections or testing, contractor should escalate those items to the Property Manager and provide a quote for the repairs/services for approval prior to proceeding with the work.

PREVENTATIVE MAINTENANCE SCOPE (list of equipment to be found on page 4)

- **Predictive Maintenance Coverage**

- a. Electronic Combustion Analysis on units > 900kBtu
- b. Annual Refrigeration Oil Testing/Analysis
- c. Multi-groove drive assemblies tensioned to OEM Spec using precision tools

- **Roof Top Units**

- a. Inspection and Cleaning: Regular inspection and cleaning of condenser coils, evaporator coils, and filters. Ensure that all components are free of debris and function efficiently.
- b. Lubrication: Lubricate all moving parts including fans, motors, and bearings to prevent premature wear and tear.
- c. Electrical System Check: Inspect wiring, connections, and control panels to ensure proper operation and safety.
- d. Refrigerant Level Check: Check and adjust refrigerant levels to ensure optimal performance.
- e. Test for leaks.
- f. Replace filters quarterly.
- g. Replace belts annually.

- **Boilers**

- a. Inspection: Regular inspection of heat exchangers, burners, and combustion chambers.
- b. Pressure and Temperature Check: Verify the pressure and temperature settings to ensure they are within the recommended ranges.
- c. Water Quality Testing: Test the water quality regularly to prevent scaling and corrosion within the boiler.
- d. Combustion Analysis: Conduct a thorough combustion analysis to ensure efficient fuel usage and safe operation.
- e. Test for excessive vibration; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- f. Verify oil levels.

- **Pumps**

- a. Inspection and Cleaning: Regular inspection and cleaning of pump housing, impellers, and strainers.
- b. Lubrication: Lubricate all moving parts including bearings and seals to prevent friction and wear.
- c. Amp Draw Testing: Test the voltages to ensure the pump is operating within its designated parameters.
- d. Alignment Check: Ensure that pump alignment is correct to prevent mechanical breakdowns.
- e. Test for leaks.

- **Water Heaters**

- a. Inspection and Cleaning: Regular inspection and cleaning of the tank, anode rod, and heating elements.
- b. Temperature and Pressure Check: Verify settings to ensure they are within safe and efficient ranges.
- c. Flushing: Flush the tank periodically to remove sediment buildup and maintain efficiency.
- d. Valve Testing: Check the function of pressure relief valves and thermostats to ensure proper operation.

e. Test for leaks.

• **DDC Control System**

a. 3510 Spenard Road DDC control system: Conduct software update annually.

SERVICE CALL-OUTS

- Dedicated primary and secondary technicians.
- Provide detailed accounting of work performed after each call out, including photo documentation.
- Indicate a response receipt of call-out.
- Provide your preferred phone number for call-out services.
- Provide rates for regular work hours, after hours, weekend hours, and holiday hours. Indicate the schedule for each of the above.
- Service call-outs not to exceed \$2000 per instance without prior approval.

3510 Spenard+A5:E45				
Equipment	Size	Mfg Name	Part Number	Serial Number
RTU - With Economizer	Up to 50 Ton	Daikin	RPS061DLSYY	FB0U170901063
Boiler - High Efficiency Condensing	Up to 900,000 BTU	Lochinvar	WHN286	1739107603224
Boiler - High Efficiency Condensing	Up to 900,000 BTU	Lochnivar	WHB285N	1915114402376
Commercial Domestic Water Heater	Less than 500,000 BTU			
Pump - Pipe Mounted	Up to 10 HP			

3400 Spenard				
Equipment	Size	Mfg Name	Part Number	Serial Number
RTU - With Economizer	Up to 10 Ton	Trane	YHC036E1RHB1RDC	183212341L
RTU - With Economizer	Up to 10 Ton	Trane	YHC036E1RHB1RDC	183212781L
RTU - With Economizer	Up to 10 Ton	Carrier	48FCFM07A2A5A6B	3420C88875
RTU - With Economizer	Up to 10 Ton	Carrier	48TCFD08A2A5A6B2	3420P82644
RTU - With Economizer	Up to 10 Ton	Carrier	48TCFD14A3A5A6B	3420P82775
RTU - With Economizer	Up to 10 Ton	Carrier	48TCFD08A2A5A6B	3420P82645
RTU - With Economizer	Up to 10 Ton	Carrier	48FCFM07A2A5A6B	3420C88873
RTU - With Economizer	Up to 10 Ton	Carrier	48FCFM07A2A5A6B	3420C88874
RTU - With Economizer	Up to 10 Ton	Carrier	48TCFD08A2A5A6B	3420P82646
Boiler - High Efficiency Condensing	Less than 500,000 BTU	Navien	NFB-399C	0756H19X3199045
Boiler - High Efficiency Condensing	Less than 500,000 BTU	Navien	NFB-399C	0756A2032739023
Pump - Pipe Mounted	Up to 10 HP			
Commercial Domestic Water Heater	Less than 500,000 BTU			

1501 W 36th				
Equipment	Size	Mfg Name	Part Number	Serial Number
RTU - With Economizer	Up to 10 Ton	York	D7CG060N09906EC	NLJM132750
RTU - With Economizer	Up to 10 Ton	York	D7CG060N09906EC	NKJM121674
Boiler - Atmospheric	Up to 900,000 BTU	Burnham	205EN-GO	65760306
Commercial Domestic Water Heater	Less than 500,000 BTU			
Pump - Pipe Mounted	Up to 10 HP			

3502 Spenard				
Equipment	Size	Mfg Name	Part Number	Serial Number
ERV (Energy Recovery Ventilator)	1 Size	Aldes	PW15e2006002	190824A-1 (HRV-1
RTU - With Economizer	Up to 10 Ton	Daikin	MPSA03CGCM12D	F1020000274
RTU - With Economizer	Up to 10 Ton	Daikin		
Commercial Domestic Water Heater	Less than 500,000 BTU			

3. TERM AND TERMINATION, RIGHTS AND REMEDIES

3.1. **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties, or by either party upon thirty (30) days' written notice. Because circumstances may arise requiring **CIHA** to discontinue a program or project to which Contractor's activities relate, it is necessary for **CIHA** to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that **CIHA** may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.

3.2. **Termination for Cause** - **CIHA** by written notice of default to the Contractor may terminate the whole or any part of this Contract if the Contractor:

- a. Fails to provide services required by this Contract within the time specified or any extension agreed to by **Contractor**; or
- b. Fails to perform any of the other provisions of this Contract, or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms.

3.3. **Rights Upon Termination** - In the event of termination under this Contract, Contractor shall not have any claim for damages but has the following rights and responsibilities:

- a. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
- b. **CIHA** will pay Contractor, on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice, provided that, Contractor shall provide **CIHA** with a detailed, written report of the Work performed thereunder to the date of termination.
- c. Any other reasonable costs incidental to the termination of the Contractor Contract, provided that **CIHA** has authorized these costs before the Contractor incurs them.

4. COMPENSATION AND MANNER OF PAYMENT

4.1. Fees for Work

- a. Invoices for services performed will be submitted monthly to **CIHA**. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached, describing program activities for the month. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services.
- b. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; 2) mail to Cook Inlet Housing Authority, Attention Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503; or 3) fax to (907) 793-3077.

5. REPRESENTATIONS AND WARRANTY

- a. **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state and local laws and regulations.

- b. **Warranty** - Contractor warrants to **CIHA** that all Work will be of good and workmanship quality, free from faults and defects. Contractor shall correct promptly any Work of its own or its subcontractors found to be defective or not in compliance with the terms of this Contract.

6. OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL

Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of CIHA, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

7. INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold CIHA, its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.

Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.

In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.

The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

8. INSURANCE AND LIABILITY

8.1. Insurance

Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary to any policies held by CIHA.

Where specific limits are shown, it is understood that they shall be the minimum acceptable

limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name CIHA as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

8.2. **Minimum Limits of Liability**

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- a. **Worker's Compensation and Employers' Liability:** The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against CIHA.
 - i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- b. **Commercial General Liability Insurance:** Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against CIHA.
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
 - v. \$50,000 Fire Damage Legal Liability (any one fire)
 - vi. \$5,000 Medical Expense (any one person)
- c. **Commercial Automobile Liability Insurance:** Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against CIHA.

9. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

- 9.1. **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed there under is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other

than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.

9.2. **Conflict of Interest**

- a. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and in the event of change in either his/her private interests or services under this Contract, he/she will inform **CIHA's Procurement Manager** regarding possible conflict of interest, which may arise as a result of such change.
- b. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged **to gain access to** confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of **CIHA**, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
 - i. Use his/her status as a Contractor of **CIHA** to obtain for his/her personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to him/her;
 - ii. Make any statement or perform any act intended to advance the interests of any competitor of **CIHA** in any way that could materially and adversely affect **CIHA**; or
 - iii. Solicit any employee of **CIHA** to join him/her in the formation or operation of any business intended to compete with **CIHA** or solicit the possible future employment of such employee by any such business.

In the event of doubt concerning the applicability of any of the foregoing to any proposed activity by Contractor, Contractor before engaging in such activity shall consult with **CIHA's Procurement Manager** before engaging in the proposed activity. The duty of **CIHA** and Contractor to maintain confidentiality of information under this Section continues beyond the term of this Contract, or any extensions or renewals of same.

10. **ENTIRE CONTRACT**

This Contract represents the entire agreement between the Parties superseding any prior or concurrent Contracts as to the services being provided, and no oral or written terms or conditions, which are not contained in this Contract, shall be binding. This Contract may only be amended by written consent of the Parties and made a part of this Contract.

11. **NOTICES**

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail, properly addressed to each party to whom given, with postage and charges prepaid, to the individual named and at the address listed on page one (1) of this contract. A notice shall be deemed given only when received by the party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty- four (24) hours after such notice is sent, or when actually received, whichever occurs first.

12. ASSIGNMENT

Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective partners, successor and assigns.

13. FORCE MAJEURE

CIHA and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract if prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non- action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

14. ATTACHMENTS

The following attachments are included and made a part of this Contract:

- A. Request for Proposal 26T-CD-205
- B. Addend(a/um) if any [include addendum number and date]
- C. Contractor Bid, dated _____

15. CONTROLLING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and **CIHA** submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

CONTRACTOR:

Print Name

Title

Date

OWNER:

COOK INLET HOUSING AUTHORITY

Print Name

Title

Date