



NORTHWEST CONTROL COMPANY, INC.

PO Box 22919 8750 SE McLoughlin Blvd Milwaukie, OR 97269
Phone: (503) 656-9205 Fax: (503) 656-7609 CCB # 54300

Date: December 21, 2021

By and between:

NORTHWEST CONTROL COMPANY

8750 SE McLoughlin Blvd
PO Box 22919
Milwaukie, OR 97269

and

Corbett School District

35800 E Historic Columbia River Hwy
Corbett, OR 97019

Services will be provided at the following location(s):

35800 E Historic Columbia River Hwy
Corbett OR 97019

- High School
- Middle School
- Elementary School
- Multi-Purpose Building

NCC shall perform according to the terms and conditions as shown on the pages, which are attached and listed below:

Schedule A – List of Maintained Equipment

Schedule B – Scope of Services

Schedule C – Covered Parts & Materials

Type of Service: Mechanical & Controls Preventative Maintenance

Effective Date: January 1st, 2022

Fees and Payments: The fee for covering the Services stated in this agreement shall be Eleven Thousand Five Hundred Fifty-One Dollars \$12,098.00. (Excludes any applicable third party billing fees, credit card processing fees and tax or other government charge)

The fee is payable in advance and shall be paid in installments of \$3,024.50

- ☐ Monthly
- ☒ Quarterly
- ☐ Half-Yearly
- ☐ Yearly

The term of this agreement will begin on the date indicated above for an initial term of one year and continue year to year thereafter until terminated. Either party may terminate this agreement by giving written notice thirty (30) days prior to the termination date.

This agreement and the pages attached shall constitute the entire agreement between us, which is subject to management approval and continuance of credit approval. No waiver, change or modification of any terms or conditions on this agreement shall be binding on NCC unless made in writing and signed by an officer or authorized manager of NCC.

SYSTEM SERVICES

NCC will maintain the systems described in the attached List of Maintained Equipment (Schedule A).

Scheduled Preventive Maintenance inspections will be performed during normal working hours on the following schedule:

Maintenance intervals will be performed Quarterly.

Preventive Maintenance will include specialized equipment oriented routines designed to keep your equipment running at a high level of efficiency and dependability as described in the attached Scope of Services (Schedule B)

TERMS AND CONDITIONS:

NCC's obligation under this agreement is to provide quality service in a proper, workman like and professional manner at all times. NCC will exercise reasonable standards of skill, care and diligence in the performance of these services.

NCC shall provide all necessary tools and equipment to carry out the Service. Unless otherwise agreed upon in Schedule C Customer is responsible for providing or securing equipment necessary to access equipment including but not limited to scissor lifts, scaffoldings and ladders.

Customer shall allow only Northwest Control Company designated personnel to perform the scope of work included in this Agreement. During this agreement the Customer shall not carry out or attempt to carry out modification to, repair of, experiment on or maintenance the Equipment covered in this agreement, other than day to day maintenance.

All services under this agreement will be performed during the normal working hours of NCC's normal working days. Normal service hours are Monday through Friday 7:00am until 3:30pm.

The client will provide reasonable means of access to all equipment covered by this agreement. NCC will be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s) as arranged with the client's representative.

The Customer will ensure that NCC personnel or representatives are provided a safe and secure work environment at all times while they are onsite to enable work to be carried out.

In addition to the price set forth, the client agrees to pay any present and future or any other governmental charges now or hereafter imposed by existing or future laws with respect to transfer, use ownership, or possession of the equipment of services covered by this agreement.

The annual agreement price is subject to an increase up to five (5) percent on each commencement renewal, to reflect industry increases in labor, material and related costs, without written notice. Any contract price increases in excess of five (5) percent will be provided to the Customer in writing within 30 days of agreement renewal date.

Emergency Service is available 24/7. Emergency calls are not included in this contract. Emergency Service will be billed T&M at the standard overtime or double time rates.

Replacement parts (except those noted in Schedule C) are not included in this agreement. Customer authorizes NCC to replace worn parts or components found during routine maintenance up to \$500.00 (Time and Material) and to subsequently invoice Customer for expenses incurred.

Customer will be provided with a written service report following the completion of scheduled maintenance.

Customer is required to keep equipment in good working order. NCC will provide customer with recommendations and/or problems noted with equipment. NCC is not responsible for any damage to equipment that Customer elects not to repair.

Correction of Work: Any problems or defects must be reported to NCC in a timely manner. NCC will promptly correct, repair any defective work covered under this agreement.

The relationship between NCC and the Customer is one of independent contractor and nothing in this Agreement shall be construed as creating any relationship of partnership, employment, joint venture or agency between NCC and the Customer.

Payment Terms: Customer agrees to pay invoices within 30 days and acknowledges that failure to pay invoice may result in suspended service and NCC will not be held liable for covered equipment. Past dues invoices are subject to 18 percent annual finance charge.

Excluded from Contract:

Credit Cards: A processing fee will be applied for credit card payments.

Third Party Billing: Customers utilizing third-party-billing portals will be billed per hour for set-up and enrollment at the standard Administrative Labor Rate. Each invoice will be subject to a flat Administrative Fee as well as any actual costs incurred by NCC to submit invoices.

Customer shall not be entitled to withhold from, set off against or otherwise reduce any payments unless agreed upon in writing by a Corporate Officer of NCC.

It is agreed that it would be difficult to calculate the actual damages related to any mid-term cancellation of this Contract. Therefore, in the event of cancellation, both parties have agreed that as a liquidated damage amount, not as a penalty, the Customer will pay ten (10) percent of the total price of this Contract as reimbursement for administrative expenses incurred in preparation for our performance under this Contract plus actual expenses incurred and/or which have been committed on the Customers behalf.

LIMITATION OF LIABILITY

It is agreed that, in providing the system or services included in this agreement, NCC is not an insurer, and does not guarantee that no damage or injury to persons or property will occur.

NCC's responsibility for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring or performing any obligation under the agreement will be limited only to losses proximately caused by NCC's negligence. IN NO EVENT WILL WE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE OR REMOTE DAMAGES.

NCC will not be liable for damages caused by delay in installation or interrupted service due to weather, fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, vandalism, war, act of God or any other cause beyond NCC's reasonable control.

NCC warrants that the work performed hereunder shall be done in a work like manner and shall be of workmanlike quality. NCC's liability depends upon proper operation and maintenance by Customer, NCC is not liable if the defect or failure is caused or contributed to, by accident, alteration, improper use or abuse by Customer or others.

NORTHWEST CONTROL COMPANY, INC

Corbett School District

Title_____

Date_____

Title_____

Date_____

Corbett School District

Schedule A – Equipment List

Any changes to the equipment list must be signed by both parties.

Unit ID	Type	Manufacturer	Model Number	Serial Number
DDC-1	Direct Digital Controls	JCI	N/A	N/A
<u>Elementary School</u>				
CH-1	Chiller	Carrier	30RBF08064LML02	29140Q80968
BLR-1	Boiler	Burnham	V-1108	7601348
BLR-2	Boiler	Burnham	V-1108	7601340
P-3	Chilled Water Pump	Armstrong	3X2X13	55937
P-1	Hot Water Pump	Armstrong	3X2X10	55880
P-2	Hot Water Pump	Armstrong	3X2X10	55881
AHU-1	Air Handler Unit	Carrier	39NXH261NVL75681	4995T75681
AHU-2	Air Handler Unit	Carrier	39NXH26-N-75681	4995T75682
AHU-3	Air Handler Unit	Carrier	39NXH172NVR75683	4895T75683
EF-1	Exhaust Fan		96-1155-8-1-1	
EF-2	Exhaust Fan		96-1155-48-1-2	
<u>Middle School</u>				
BLR-1	Boiler	Weil McLain	388WGF	N/A
RECVR-1	Condensate Receiver	Vent-Rite	57110	Not Legible
AHU-2	Air Handler Unit	Pace	A-16F	70-13872-8
CU-1	Condensing Unit	Day & Night	Not Legible	Not Legible
CU-2	Condensing Unit	Day & Night	Not Legible	Not Legible
<u>High School</u>				
CU-1	Condensing Unit	Carrier	Not Legible	Not Legible
CU-2	Condensing Unit	Carrier	Not Legible	Not Legible
AHU-1	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-2	Air Handler Unit	Pace	A30127AP	77-30582-01
<u>Gym</u>				
BLR-1	Boiler – Oil	Weil McLain	778	1
BLR-2	Boiler – Oil	Smith	6R2-0A04	1245134
AHU-1	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-2	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-6	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-7	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-8	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-9	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-5	Air Handler Unit	Pace	Not Legible	Not Legible
AHU-3	Air Handler Unit	Trane	Not Legible	Not Legible
AHU-4	Air Handler Unit	Trane	Not Legible	Not Legible
P-1	Hot Water Pump	Baldor	EM3211T	36G548565861
P-2	Hot Water Pump	Baldor	EM31S4T	3624053094

Unit ID	Type	Manufacturer	Model Number	Serial Number
<u>Multi-Purpose Building</u>				
BLR-1	Boiler	Burnham	V905A	64144876
RTU-1	Roof Top Unit	Carrier	501T008-531QE	1496G30268
P-1	Hot Water Pump	Baldor	VM36115T	Not Legible
AHU-1	Air Handler Unit	Pace	PF22AF5W91	95-77083-01
CU-REF-1	Condensing Unit	Larkin	L2T045L60	T1
CU-REF-2	Condensing Unit	Larkin	Not Legible	Not Legible
EVAP-REF-1	Walk In Cooler	Larkin	Not Legible	Not Legible
EVAP-REF-2	Walk In Cooler	Larkin	Not Legible	Not Legible
EF-1	Exhaust Fan	Breidert	Not Legible	Not Legible
EF-2	Exhaust Fan	Breidert	Not Legible	Not Legible
EF-3	Exhaust Fan	Breidert	Not Legible	Not Legible
AHU-2	Air Handler Unit	Pace	Not Legible	Not Legible

Schedule B – Scope of Services

Checking and verifying performance of all covered equipment and components in accordance with Manufacturer's specifications, original design criteria and proper maintenance practice.

Examination, lubrication, adjustment and calibration of all covered equipment and components is covered.

Air Handling Unit/Indoor (AHU-1)	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Brush evaporator coils	X			
Clean/treat condensate pan and trap	X			
Check/Adjust belts	X			
Check Sheaves	X			
Inspect blower wheel	X			
Lube motor/blower wheel	X		X	
Check motor/blower assembly mountings	X			
Inspect/tighten electrical	X		X	
Check wiring condition	X		X	
Check contactors (voltage drop)	X			
Check temperatures DT	X		X	
Check for refrigerant leaks/oil leaks	X		X	
Inspect heat exchanger			X	
Check burner safeties			X	
Check/oil draft motor			X	
Inspect controls and wiring	X		X	
Check electric resistance amperage			X	
Check thermostat set points/schedule/replace batteries	X			
Check overall condition of unit	X			
Inspect cleanliness of plenums	X			
Operational test	X		X	
Inspect economizer components	X			
Inspect/clean OSA filter	X		X	
Run test economizer	X		X	
Air Handler Unit/Outdoor (AHU-1)	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Clean and treat condensate pan	X			
Inspect evaporator coil	X			
Check for refrigerant/oil leaks	X		X	
Check/Adjust belts	X		X	
Check sheaves	X		X	

Inspect blower assembly	X		X	
Check and clean condenser coil	X			
Check condenser coil surface	X			
Inspect condenser fan motor and blades	X			
Check voltage and amperage	X		X	
Check refrigerant charge	X			
Inspect and tighten electric terminals	X		X	
Inspect control panel components	X			
Inspect refrigerant circuit safeties	X			
Visual inspection of heat exchanger			X	
Check gas pressures			X	
Test heating mode safety control			X	
Inspect electric heat contactors			X	
Inspect electric resistance elements			X	
Inspect and test electric heating safeties			X	
Check amps on elements			X	
Inspect/tighten electric heat wires and terminals			X	
Lubricate as needed	X		X	
Check thermostat (set points, schedules)	X		X	
Check/adjust economizer components/setpoints	X		X	
Evaluate overall unit condition	X			
Check capacity controls	X			
Check oil levels	X		X	
Check/clean OSA filter	X			
Sequence test economizer	X		X	
Check contactors for voltage drop	X			
Check TD (Heating or Cooling)	X		X	
Boiler (BLR-1)	Spring	Summer	Fall	Winter
Check/test low water cut off			X	
Test temperature/pressure relief valve			X	
Check/clean/adjust pressure reducing valve			X	
Check/set expansion tank air charge			X	
Check gas train safeties			X	
Check/adjust gas pressures			X	
Check ignition sequence			X	

Check/clean flame sensor			X	
Check flame signal			X	
Check/test high limit control			X	
Check/test operator control			X	
Check for gas/water/oil leaks			X	
Check wiring and components on control panel			X	
Perform combustion analysis			X	
Clean ignition components			X	
Test pH on flue condensates (if applicable)				
Check/replace nozzle (oil only)			X	
Change oil filter (oil only)			X	
Clean combustion air filter (if applicable)			X	
Inspect/clean/adjust ignition electrodes			X	
Check flue stack assembly			X	
Inspect/clean/adjust ignition electrodes			X	
Test ignition transformer			X	
Lube burner motor			X	
Inspect linkage rods			X	
Clean burner assembly			X	
Test all safeties			X	
Check/lube water pumps			X	
Check amps/volts			X	
Perform boiler blow down			X	
Test burner remote shut off switch			X	
Inspect/clean combustion air louvers or vents			X	
Check electrical connections on contactors			X	
Check electrical connections on fuses			X	
Check fuses for proper fit and tightness			X	
Check amp draw on element(s)			X	
<u>Chiller (CH-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Visually inspect for leaks	X	X		
Check calibration on controls/timers/gauges and safeties				
Check compressor oil level	X	X		
Check compressor crank case	X	X	X	X

heater operation				
Check vibration eliminators	X		X	
Inspect electrical connections, contactors, relays, operating/safety controls	X			
Check auxiliary equipment operation	X			
Energize crank case heater per manufactures specification	X		X	
Check/test all operation safeties/controls	X	X		
Start chiller	X	X		
Check refrigerant charge/oil pressure/oil level	X	X		
Check all operation conditions after unit stabilizes	X	X		
Inspect chiller and adjust as needed	X	X		
Cycle operating controls and check unloaders	X			
Inspect pump coupler	X			
Condensing Unit (CU-1)	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Check/clean condenser coil	X			
Check condenser coil surface	X	X		
Check condenser motor bearings	X			
Check fan blades	X	X		
Check for refrigerant leaks/oil leaks	X	X		
Inspect refrigeration safeties	X			
Inspect refrigerant piping for proper insulation and support	X	X		
Check/tighten electric terminals	X	X		
Check contactors	X	X		
Check control panel components	X	X		
Check/record amperage/volts	X			
Check TD (Heating or Cooling)	X	X		
Check and note overall condition of unit	X	X		
Check oil levels in sight glass (If applicable)	X	X		
Check temperature of suction and discharge at compressor	X	X		
Inspect unit footing	X			
Verify crankcase heater operation	X			X
Check capacitors	X			
Check service valves	X			

Check compressor operation	X	X		
<u>Condensing Unit – Refrigeration (CU-REF-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Check/clean condenser coil	X			
Check condenser coil surface	X	X		
Check condenser motor bearings	X	X		
Check fan blades	X	X		
Check for refrigerant leaks/oil leaks	X	X		
Inspect refrigeration safeties	X			
Inspect refrigerant piping for proper insulation and support	X			
Check/tighten electric terminals	X			
Check contactors	X	X		
Check control panel components	X			
Check amperage/volts	X			
Check and note overall condition of unit	X			
Check oil levels in sight glass	X	X		
Check temperature of suction and discharge at compressor	X			
Inspect unit footing	X			
Verify crankcase heater operation	X			
Check capacitors	X			
Check service valves	X			
Check compressor operation	X	X		
Test Refrigerant Pump Down (Refer Only)	X			
Test Unloaders (Refer Only)	X			
Check differential oil pressure (semi-hermetic) (Refer Only)	X			
Pump down to check valves (Refer Only)	X			
<u>DDC Controls (DDC-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Review system trends to identify any equipment that is not performing optimally.	X		X	
Review alarm logs to identify equipment that is not functioning correctly.	X		X	
Inspect and confirm full operation of all damper linkage on all MZU units and associated zone dampers. Adjust and lube as necessary.	X		X	

Adjust setpoints for seasonal change in operation.	X		X	
Check safety interlocks for proper operation.	X		X	
Confirm boiler operation.			X	
Confirm heating water pump operation.			X	
Adjust setpoints for seasonal change in operation.			X	
Check safety interlocks for proper operation.			X	
Make back up of data base after all PM work is complete			X	
Confirm chiller operation.	X			
Confirm chilled water pump operation.	X			
Adjust setpoints for seasonal change in operation.	X			
Check safety interlocks for proper operation.	X			
Calibrate all space temperature sensors.	X			
Make back up of data base after all PM work is complete	X	X	X	X
<u>Exhaust Fan-Small/Large (EF-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Check/adjust belts	X		X	
Inspect sheaves	X			
Lubricate as needed	X		X	
Check bearing/bushing condition	X			
Visually inspect impeller/fan wheel condition	X			
Inspect electrical wiring	X		X	
Check amps/volts	X			
Check overall unit condition	X			
<u>Evaporator – Refrigeration (EVAP.REF-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Check fans and fan grilles – Note condition	X		X	
Check fan motors	X		X	
Check for refrigerant leaks	X		X	
Check heaters for good contact – Note condition	X		X	
Check timeclock defrost pins	X		X	

Sequence test defrost to verify operation of timeclock switching function and heater operation	X		X	
Verify timer motor works	X		X	
Check solenoid and TXV operation	X		X	
Verify thermostat calibration – Note any offset	X		X	
Check coils for ice buildup	X		X	
Monitor superheat, suction pressure, and suction temperature on controller (if applicable)	X		X	
Check electrical connections	X		X	
Check lineset insulation	X		X	
Check drain pipe insulation	X		X	
Verify operation of drain heater	X		X	
Blow out drain line and trap	X		X	
<u>Pumps (Spring/Fall) (P-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Lubricate as needed	X		X	
Check bearing/bushing condition	X		X	
Inspect electrical wiring	X		X	
Check amps/volts	X		X	
Check overall unit condition	X		X	
Check operation	X		X	
Check condition of pump coupling	X		X	
<u>Condensate Receiver with Pump(s)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Check the Vent line for excessive steam			X	X
Check for leaks			X	X
Check makeup water regulator			X	X
Check fill valve assembly			X	X
Check pump operation			X	X
Check gauge pressures			X	X
Check sightglass – note condition			X	X
<u>Rooftop Unit – Gas (RTU.G-1)</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
Inspect belts, belt tension and sheaves. Adjust as needed	X		X	
Check volts/amps	X		X	
Inspect motor and blower wheel	X		X	
Lubricate fan bearings per manufacturer's recommendations	X		X	

Check motor mounts and vibration pads. Adjust as needed	X			
Calibrate and adjust all thermostats and temperature controls	X		X	
Inspect electrical connections and contactors	X		X	
Lubricate and adjust associated dampers and linkage	X			
Check refrigeration and heating systems for proper operation	X	X	X	X
<u>Heating Side (Fall)</u>				
Clean ignition components	<u>X</u>		<u>X</u>	
Calibrate and check all safeties			X	
Check all crankcase heaters	X		X	X
Inspect Heat Exchangers for cracks or signs of stress			X	
<u>Cooling Side (Spring)</u>				
Check indoor coils	X			
Check/clean outdoor coils	X			
Check/Clean pan and trap	X			
Check capacitors	X			
Sequence test Economizer	X			

Schedule C – Covered Materials

Grease, Lubrication, Rags, Cleaner, and other consumables included.

Included: Coil Cleaners
 Oil Spin Filters
 Nozzles
 Boiler Analyzer Fee (per boiler)

Excluded: Filters
 Belts