

## City of Loganville

### *Preventive CARE Maintenance Program*

**Proposal Number:**  
P01989

**Proposal Date:**  
10/11/2022

**Prepared for:**  
City of Loganville  
4303 Lawrenceville Hwy  
Loganville, GA 30052  
USA

**Prepared By:**  
Michael Brownlee  
404-807-9809  
[Michael.Brownlee@ComfortSystemsUSA.com](mailto:Michael.Brownlee@ComfortSystemsUSA.com)

# Executive Summary



Dear Dustin,

**Comfort Systems USA (Southeast), Inc.** is pleased to have the opportunity to present a proposal for your HVAC service. Upon review of this proposal, please contact us with any questions or concerns.

The goal of Comfort Systems USA (Southeast), Inc. is to partner with you to attain the level of HVAC service and temperature control that your facility requires, and your occupants deserve. Our comprehensive and customized preventative maintenance programs are designed to achieve a lasting impact on your building and bottom line.

When it comes to HVAC systems, our customized preventative maintenance solutions are tailored to match specific needs with our capabilities. Our programs are designed to provide you with energy savings, reduced repair costs, better equipment efficiency, enhanced comfort, improved indoor air quality, extended equipment life, and general peace of mind. We want to be a trusted partner of your facility's team. We appreciate the opportunity to submit this proposal and look forward to working with you.

Respectfully,

Michael Brownlee  
*Solutions Consultant*  
Comfort Systems USA



# Partnership Benefits



As part of the Comfort Systems USA network, **Comfort Systems USA (Southeast), Inc.** can leverage the resources of a large company while still maintaining localized, personal relationships with each of our trusted clients to ensure we meet or exceed your expectations every step of the way.

As a preferred customer of **Comfort Systems USA (Southeast), Inc.** you will also benefit from the following:

- Priority response on emergency calls
- Computerized reports on each service call to keep you informed of system conditions
- On-the-job operator's training and instruction
- Availability of CSUSA (Southeast), Inc. extensive inventory of replacement parts and components.
- Discounted, preferred labor rates and parts pricing
- Access to the resources of one of the nation's largest mechanical contractors
- Emergency Service 24/7/365 available
- EPA compliant refrigerant management reporting
- Periodic performance reviews and onsite safety audits
- Equipment inventory and asset management planning available as requested
- Measurement and recording of space temperature and humidity available
- HVAC Controls Design/Installation/Commissioning/Integration
- Design /Build Capabilities
- Access to XOi technology

## Our Values



BE SAFE



BE HONEST



BE RESPECTFUL



BE INNOVATIVE



BE COLLABORATIVE

Quality People. Building Solutions.<sup>SM</sup>

## Why Choose Us

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### Our Experience



### Our Commitment to Safety



### Our People



### Our Reputation

At CSUSA Southeast we believe *customer experience matters*. Because we know building systems, clients like you turn to us for repeated support with occasional service, and with ongoing customized maintenance programs that help you optimize equipment performance and maintain design efficiency. We are the contractor of choice when it comes to maintaining plumbing, HVAC, refrigeration and electrical systems in the commercial and industrial markets.

## Your ComfortCARE365™ Team

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### **Tavie Borne**

#### *Service Manager*

tavie.borne@csusasoutheast.com

C. (404) 450-0242

O. (770) 544-0600

### **Michael Brownlee**

#### *Account Manager*

Michael.brownlee@csusasoutheast.com

C. (404) 807-9809

O. (770) 544-0600

### **Sabrina Cash**

#### *Dispatcher*

sabrina.cash@csusasoutheast.com

O. (770) 544-0600

### **Shari Fernandez**

#### *Billing Coordinator*

shari.fernandez@csusasoutheast.com

O. (770) 544-0600

### **Robert Creighton**

#### *Regional Manager*

robert.creighton@csusasoutheast.com

C. (470) 514-9648

O. (770) 544-0600

### **Duane Haley**

#### *Senior Vice President*

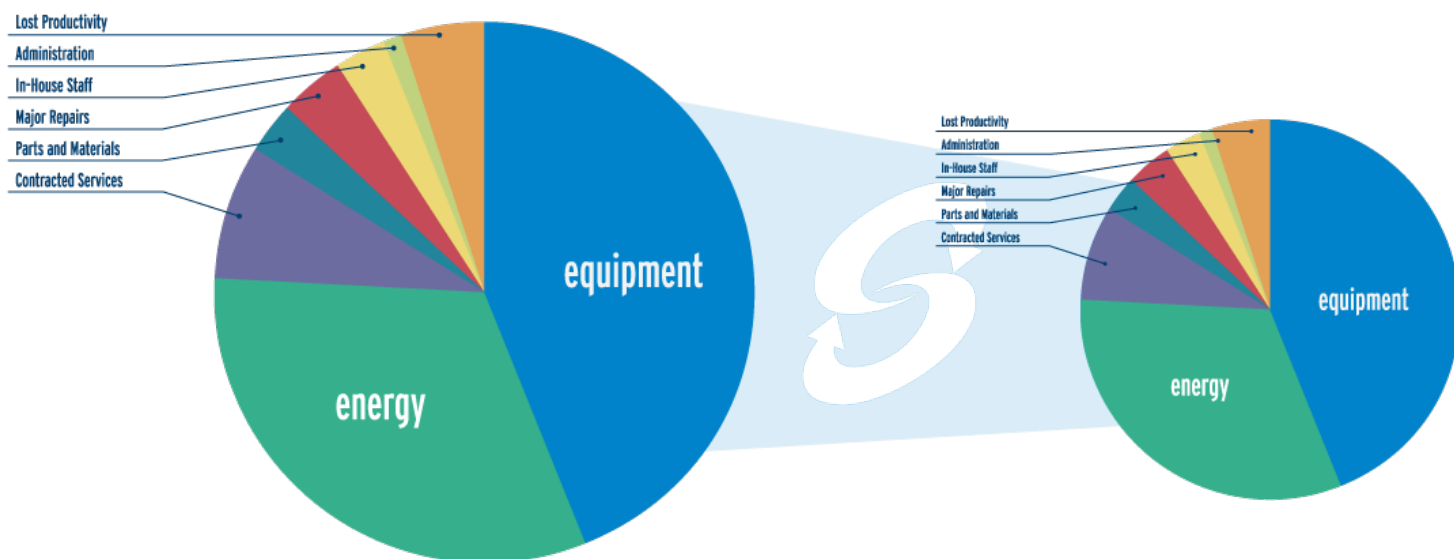
duane.haley@csusasoutheast.com

C. (334) 701-4114

O. (334) 793-8227

## The Comfort Difference

Have you considered the impact a Preventive CARE program would have not only on your owning operating costs, but also on your energy consumption and overall equipment performance and longevity? With our Preventive CARE program, we offer the peace of mind benefit of taking full ownership of your planned maintenance. Below is an illustration of how Comfort Systems can save you time, energy, and money on your HVAC building and maintenance needs.



## What our Preventive CARE Program Offers

- Reduction in owning and operating costs
- Improved indoor air quality
- Potential energy savings
- Longer equipment life
- Reduce downtime or loss of productivity
- Reduced repair costs
- Certified service professionals
- Fast 24/7/365 emergency service
- Expert operations and sales staff

## Did You Know?

According to the Department of Energy and the Building Owners and Managers Association (BOMA) energy savings of **5-30%** can be realized through improved operations and maintenance of building systems?



## ComfortCARE365™ Plan Options

	Basic CARE	Preventive CARE	Shared CARE	Comprehensive CARE
Operational Test and Inspect Service	✓	✓	✓	✓
Professional Preventive Maintenance Service		✓	✓	✓
Repair Labor (After Initial Startup)			✓	✓
Reactive Labor for Trouble Calls/Emergency Calls			✓	✓
Filter Service	*	*	*	✓
Belt Service	*	*	*	✓
Components and Parts (After Initial Startup)				✓

\* - Indicates this feature is optional to your selected plan.

## Scope Covered

### **Preventive CARE Program**

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by the Service Provider. The service activities will be directed and scheduled on a regular basis by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON THE INVENTORY OF EQUIPMENT:

### **Operational Test and Inspect Service**

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturer's recommendations, seasonal requirements, and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, or broken parts.

### **Professional Preventative Maintenance**

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations, and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.

### **Maintenance Supplies**

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.



## Assets Covered

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	BL-1	Raypak	H4-2100-N-2P	0602063786		Mechanical Room	
3	Condenser Water and HW Pumps						
1	CT-1	Evapco	AT-19-76	5-0.3.04		Outside main building	WSHPs

## Asset Maintenance Schedule

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
BL-1	BLR-GAS-HW	1	1	1	1	0	0	0
Condenser Water and HW Pumps	PMP-WTR-CND	1	1	1	1	0	0	0
CT-1	CLG-TWR	1	1	1	1	0	0	0

### Base Price for Servicing above Equipment \$3,995.00

- Includes 3 Operational Inspections and 1 Annual Inspection (Annual Inspection Includes Cooling Tower cleaning, belt change, Boiler Heat Exchanger Cleaning, pump alignment, and cleaning pump strainers)

### Add \$3,900.00 for Monthly Chemical Water Treatment Service (Open and Closed Loops)

- Maintain & Calibrate Chemical Treatment Equipment
- Deliver & apply Chemicals.
- Collect & Analyze samples of treated systems.
- Inspect systems when opened.
- Advise your personnel of any extraordinary circumstances within the limits of our observations and analyses.
- Review chemical control and make necessary adjustments.
- Provide electronic monthly reports for your records and review.
- Remove empty chemical containers.



## MAINTENANCE AGREEMENT FOR COMFORT SYSTEMS USA (SOUTHEAST), INC.

### Company

Comfort Systems USA (Southeast), Inc.  
1965 Vaughn Rd  
Kennesaw, Georgia 30144  
Ph: 404-807-9809 Fax: N/A

Proposal Date: 10/11/2022

Proposal Number: P01989

Agreement Number:

Bill To Identity	Agreement Location
City of Loganville 4303 Lawrenceville Hwy Loganville, GA 30052 USA  Attn: Dustin McAlpin	City of Loganville 4303 Lawrenceville Hwy Loganville, GA 30052 USA  Attn: Dustin McAlpin

Comfort Systems USA (Southeast), Inc. will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Preventive CARE **SCHEDULES:** \*Equipment Schedule

Agreement coverage will commence on 11/01/2022.

The Agreement price is \$7,895.00 per year, payable in advanced installments of \$7,895.00.

This Agreement is the property of Comfort Systems USA (Southeast), Inc. and is provided for Customer's use only. Comfort Systems USA (Southeast), Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The original term of this Agreement **will be two (2) years**. Either party has the right to cancel the Agreement at any time, in full, with 90 days written notification. There are no agreement cancellation costs. Canceling prior to a yearly payment will leave no payment obligation to the Customer. This Agreement will not automatically renew upon the completion of the two (2) years. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

***In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution through no fault of Comfort Systems USA Southeast, the proposal amount may be modified to reflect those increases. A change in price of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution. Such price adjustments may be due to cost increases related to materials, components, labor, freight, regulatory compliance, or other events outside of Comfort Systems USA Southeast's control.***

### Company

\_\_\_\_\_  
Signature Sales Consultant

\_\_\_\_\_  
Accepted for Company by: Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date / Phone / Fax

### Customer

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor License No: GA 209385

## **Preventive CARE Terms and Conditions**

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration not executed by Service Provider, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.
16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.
19. Proof of full SARS-CoV-2/COVID vaccination for Comfort Systems USA (Southeast), Inc. workers have not been included in cost, schedule or staffing requirements. Should Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the contract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Owner is hereby

notified that contractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but contractor does not guarantee that all workers required to complete contractor's work will be vaccinated.

20. This Maintenance Agreement shall be governed by and construed and interpreted in accordance with the laws of the State wherein the underlying service work occurs.