

REQUEST FOR ACTION

To	The Collection Board of Directors				
Subject	HVAC Preventive Maintenance Contractor Selection				
Preparer	Al Guzman, General Manager				
Date	11/30/17	For Board	x	Action	Info

EXECUTIVE SUMMARY

The Collection (Tower and Midrise) Common Area Heating Ventilation and AC (HVAC) requires servicing to prolong its useful life.

Four reputable, insured and licensed Contractors were solicited. Standard Sheet Metal (the original installers), Dorvin and Leis, Heide and Cook and Shobu's. Standard Sheet Metal did not provide a proposal.

RECOMMENDATION

It is recommended that The Collection select Option 1, Dorvin and Leis to service The Collection's Common Area HVAC Systems at an Annual Cost of \$19,338 plus parts and materials.

	Monthly Cost		Annual (tax included)			
	Tower	Lofts	Total			
1. Dorvin and Leis	\$973	\$639	\$19,338			
2. Heide and Cook	\$1,978	\$776	\$33,047			
3. Shobu's	\$883	\$401	\$15,414			

Note: Servicing will be performed at different frequencies. Monthly cost derived by dividing annual cost by 12.

Although Dorvin and Leis isn't the lowest, their proposal includes servicing the equipment more frequently than the other contractors.

Dorvin and Leis	Equipment	Frequency		
	Petra Unit & Aron Unit	Monthly and Semi Annual Extensive Tests		
	Fan Coil Units	Monthly		
	Condenser Unit	Monthly and Semi Annual Extensive Tests		
	Stairwell Pressurization Fans	Quarterly		
	Supply and Exhaust Fans	Quarterly		
Heide and Cook	Petra Unit & Aron Unit	Bi-Monthly (every other month)		
	Fan Coil Units	Bi-Monthly (every other month)		
	Condenser Unit	Bi-Monthly (every other month)		
	Stairwell Pressurization Fans	Bi-Monthly (every other month)		
	Supply and Exhaust Fans	Bi-Monthly (every other month)		
Shobus's	Petra Unit & Aron Unit	Quarterly		
	Fan Coil Units	Quarterly		
	Condenser Unit	Quarterly		
	Stairwell Pressurization Fans	Quarterly		
	Supply and Exhaust Fans	Quarterly		

RATIONALE

The Common Area HVACs serve to keep the common areas cool, comfortable and properly vented. Servicing the equipment by technicians on a regular basis will prolong the useful life of the equipment.

Exhibits (If applicable)	Index	Title
	A	Proposal Compilation

FOR BOARD USE ONLY

CERTIFICATE OF BOARD ACTION											
<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Declined	<input type="checkbox"/>	Noted	<input type="checkbox"/>	Returned	<input type="checkbox"/>	Deferred	<input type="checkbox"/>	Withdrawn
Stipulations											
Coordinating Instructions											
Distribution Instructions											
Recording Secretary	Howard Kam			Action Date	11/30/18	RFA No.	4 032-2017				



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 Oahu 2265 Hoonee Place • Honolulu, HI. 96819
 Phone: (808) 841-2112 • Fax: (808) 847-1991

Monthly - (Proposal Revision 2)
CUSTOMIZED PREVENTIVE MAINTENANCE PROPOSAL

Prepared for:			
Site Name:	The Collection at 600 Ala Moana	Contact Name:	Mark Dias
Address:	600 Ala Moana Boulevard	Contact Title:	Building Engineer
	Honolulu, Hawaii 96813	Contact Phone #:	808-777-3622
		Contact Email:	Chief@thecollectionhonolulu.com
		Date:	11/27/2017

PREPARED BY:	
Name:	Wendell Akagi
Company:	Dorvin D. Leis., Inc

Description of Work	Agreement Price
Monthly Preventive Maintenance Service (To Be Billed After Each Monthly Service)	\$ 928.75
Tower - Various HVAC Equipment	plus tax and materials
(Total Annual Cost)	\$ 11,145.00
*This bid is only good for 30 Days	yearly plus tax and materials

Equipment Serviced:

1 each	Petra Rooftop A/C Unit	Monthly/Semi-Annual	(Semi-Annual Service includes condenser coil wash.)
14 each	Mits.City Multi FCU's	Monthly	
7 each	Mits.City Multi CU's	Monthly/Semi-Annual	(Semi-Annual Service includes condenser coil wash.)
2 each	Stairwell Press. Fans	Quarterly	
5 each	Supply & Exhaust Fans	Quarterly	

Customer:

Dorvin D. Leis., Inc
Contractor's License# C-4747

Mark Dias

Name:

Wendell Akagi - Oahu Operations Service Manager

11/27/17

Date:

Date:



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Agreement Terms

This Agreement shall become effective upon signature of customer. Either party may terminate this agreement with a thirty day written notice. The Agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports, gaskets and other non-moving parts, are not included in this Agreement. Such repairs, replacement of parts and components, and additional labor, not included in this Agreement, is subject to Customer's approval and Customer shall be responsible for all associated costs incurred, including any travel

Acceptance and Approval

This shall become a valid agreement upon signature by customer and signature by a Dorvin D. Leis co., Inc representative in the Dorvin D. Leis co., Inc approval blocks below. The undersigned acknowledges and agrees by its signature that the general provisions, scope of service, and any amendment or addenda prepared by Dorvin D. Leis co., Inc with respect thereto constitutes the entire agreement. No agent of Dorvin D. Leis co., Inc or employee shall have authority to alter or waive any general provisions unless written approval is obtained from Dorvin D. Leis co., Inc headquarters.

Labor Hour Cost

Services will be performed during Contractor's normal business hours, labor rate (\$125.00/hr). Normal business hours are from 7:30 a.m. to 3:30 p.m. on Monday through Friday, excluding Contractor observed holidays. A time and a half labor rate (\$165.00/hr) will apply for services provided before or after normal business hours. Sundays and Holiday rate (\$210.00/hr). The labor rates are subject to a 3% annual escalation due to cost of business increases.

Terms and Conditions for Service

Payment and Taxes

Payment shall be made 30 days from date of invoice. In addition to the AGREEMENT price, the CUSTOMER shall pay Dorvin D. Leis co., Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this AGREEMENT.

Working Hours

All services performed under this AGREEMENT including major repairs, are to be provided during Dorvin D. Leis co., Inc normal working hours unless otherwise provided. Services requested by CUSTOMER which are not covered under this AGREEMENT will be invoiced at Dorvin D. Leis co., Inc prevailing labor and parts charges. Normal hours are from 7am to 3:30pm Monday thru Friday excluding holidays.

Proprietary Rights

During the term of this AGREEMENT and in combination with certain services, Dorvin D. Leis co., Inc may elect to install, attach to CUSTOMER equipment, or provide portable device(s) (hardware and/or software) that shall remain the personal proprietary property of Dorvin D. Leis co., Inc no device(s) installed, attached to real property or portable device(s) shall become a fixture of the CUSTOMER location(s). CUSTOMER shall not acquire any interest, title, or equity in any hardware, software, processes, and other intellectual and proprietary rights to device(s) which are used in connection with providing service on CUSTOMER equipment.

Delays

Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this AGREEMENT.

Claims



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Exclusions

Dorvin D. Leis co., Inc is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Dorvin D. Leis co., Inc is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Dorvin D. Leis co., Inc control.

Dorvin D. Leis co., Inc is not responsible for the identification, detection, abatement, encapsulating, or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Dorvin D. Leis co., Inc encounters any asbestos product or any hazardous material in the course of performing its work, Dorvin D. Leis co., Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Dorvin D. Leis co., Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Dorvin D. Leis co., Inc shall not be required to perform tests, install any items of equipment, or make modifications that may be recommended or directed by insurance companies, government, and state, municipal, or other authority. However, in the event any such recommendations occur, Dorvin D. Leis co., Inc at its option may submit a proposal for CUSTOMER's consideration in addition to this AGREEMENT. Dorvin D. Leis co., Inc shall not be required to repair or replace equipment that has not been properly maintained.

Warranty

Dorvin D. Leis co., Inc warrants that all service provided under this AGREEMENT shall be performed in a workmanlike manner. Any claim for defective workmanship must be provided to Dorvin D. Leis co., Inc by written notice prior to the termination date of this AGREEMENT. Dorvin D. Leis co., Inc also warrants all Dorvin D. Leis co., Inc parts or components supplied hereunder to be free from defects in material and workmanship. Dorvin D. Leis co., Inc shall at its option, repair, replace, or issue credit for any such items determined to be defective within one year from date of installation or until the termination date of this agreement, whichever is earlier. If any part(s) or component(s) should prove defective during the specified warranty period, or in the case of service, within 90 days of completion of that service, Dorvin D. Leis co., Inc will at its option repair, replace or issue credit for any such items provided they were not damaged, abused, or affected by chemical properties. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DORVIN D. LEIS CO., INC obligation to repair, replace, perform a service, or issue credit for any defective part(s), component(s), or service shall be CUSTOMER's exclusive remedy.

If the CUSTOMER requests parts or services not included in this AGREEMENT, CUSTOMER agrees that all requested part(s), component(s), or services supplied by Dorvin D. Leis co., Inc will be accepted subject to the Dorvin D. Leis co., Inc conditions of sale issued with each order.

Customer Termination

CUSTOMER shall have the right to terminate the AGREEMENT for Dorvin D. Leis co., Inc non-performance provided Dorvin D. Leis co., Inc fails to cure such non-performance within a reasonable time after having been given 30 days prior written notice of the non-performance. Upon any termination, early termination or expiration of this AGREEMENT, Dorvin D. Leis co., Inc shall have free access to enter CUSTOMER location(s) to disconnect and remove any Dorvin D. Leis co., Inc personal proprietary property, or device(s) as well as remove any and all Dorvin D. Leis co., Inc -owned parts, tools, and personal property. Additionally, CUSTOMER agrees to pay Dorvin D. Leis co., Inc for all incurred but un-amortized service costs performed by Dorvin D. Leis co., Inc including overheads and a reasonable profit.

Dorvin D. Leis Co., Inc Termination

Dorvin D. Leis co., Inc reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment herein by others without prior agreement between CUSTOMER and DORVIN D. LEIS CO., INC



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Equipment Condition & Recommended Service

Upon the initial scheduled operating and/or initial annual stop inspection, should Dorvin D. Leis co., Inc determine the need for repairs or replacement, Dorvin D. Leis co., Inc will provide CUSTOMER in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this AGREEMENT.

In the event Dorvin D. Leis co., Inc recommends certain service(s) (that are not included herein or upon initial inspection) and if CUSTOMER does not elect to have such service(s) properly performed in a timely fashion, Dorvin D. Leis co., Inc shall not be responsible for any equipment or control failure(s), operability or any long-term damage that may be the result. Dorvin D. Leis co., Inc at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this AGREEMENT, adjusting the price accordingly.

Customer Responsibilities

To allow Dorvin D. Leis co., Inc to properly perform the service included in this AGREEMENT, CUSTOMER shall:

- Provide a safe work environment
- Permit access to CUSTOMER's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service, and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Dorvin D. Leis co., Inc of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, CUSTOMER shall allow Dorvin D. Leis co., Inc to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Be responsible for the proper disposal of any waste oil, contaminated refrigerant, or any other substances that may result from the performance of service herein.
- Provide the daily routine equipment operation (if not part of this AGREEMENT) including availability of routine equipment log readings.
- Where Dorvin D. Leis co., Inc remote monitoring service is provided, CUSTOMER to provide and maintain a telephone line with long distance direct dial and answer capability.
- CUSTOMER shall operate the equipment properly and in accordance with instructions.

Waste Disposal

Unless expressly provided for in this AGREEMENT Dorvin D. Leis co., Inc shall not have any obligation to dispose of waste oil, waste water, refrigerants or any other substances associated with CUSTOMER's facility, nor will any advice, guidance or other action taken by Dorvin D. Leis co., Inc on behalf of CUSTOMER be deemed to cause Dorvin D. Leis co., Inc to be considered as the waste disposer or generator. Under no circumstances shall Dorvin D. Leis co., Inc be responsible for the disposal of any hazardous substances.

Limitation of Liability

Under no circumstances shall Dorvin D. Leis co., Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Dorvin D. Leis co., Inc shall be liable for injury to property, other than equipment provided under this AGREEMENT, and to persons, to the extent that Dorvin D. Leis co., Inc negligent acts or omissions directly contributed to such injury.

Dorvin D. Leis co., Inc maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by CUSTOMER to Dorvin D. Leis co., Inc under this agreement, subject to right of removal and return of

This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous statements or writings. Additional services requested by the CUSTOMER shall be performed under this agreement unless otherwise agreed.



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Site Name:	The Collection at 600 Ala Moana	Contact Name:	Mark Dias
Address:	600 Ala Moana Boulevard	Contact Title:	Building Engineer
	Honolulu, Hawaii 96813	Contact Phone #:	808-777-3622
		Contact Email:	Chief@thecollectionhonolulu.com
		Date:	11/27/2017

PREPARED BY:	
Name:	Wendell Akagi
Company:	Dorvin D. Leis., Inc

Description of Work	Agreement Price
Monthly Preventive Maintenance Service (To Be Billed After Each Monthly Service)	\$ 610.25
Lofts - Various HVAC Equipment	plus tax and materials
(Total Annual Cost)	\$ 7,323.00
*This bid is only good for 30 Days	yearly plus tax and materials

Equipment Serviced:

1 each	Aaon Outside Air Unit	Monthly/Semi-Annual	(Semi-Annual Service includes condenser coil wash.)
5 each	Mits.City Multi FCU's	Monthly	
1 each	Mits.City Multi CU's	Monthly/Semi-Annual	(Semi-Annual Service includes condenser coil wash.)

Customer:

Dorvin D. Leis., Inc
Contractor's License# C-4747

Mark Dias

Name:

Wendell Akagi - Oahu Operations Service Manager

11/27/17

Date:

Date:



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Claims





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Dorvin D. Leis co., Inc is not responsible for the identification, detection, abatement, encapsulating, or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Dorvin D. Leis co., Inc encounters any asbestos product or any hazardous material in the course of performing its work, Dorvin D. Leis co., Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Dorvin D. Leis co., Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

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Warranty

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If the CUSTOMER requests parts or services not included in this AGREEMENT, CUSTOMER agrees that all requested part(s), component(s), or services supplied by Dorvin D. Leis co., Inc will be accepted subject to the Dorvin D. Leis co., Inc conditions of sale issued with each order.

Customer Termination

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Dorvin D. Leis Co., Inc Termination

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Equipment Condition & Recommended Service

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In the event Dorvin D. Leis co., Inc recommends certain service(s) (that are not included herein or upon initial inspection) and if CUSTOMER does not elect to have such service(s) properly performed in a timely fashion, Dorvin D. Leis co., Inc shall not be responsible for any equipment or control failure(s), operability or any long-term damage that may be the result. Dorvin D. Leis co., Inc at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this AGREEMENT, adjusting the price accordingly.

Customer Responsibilities

To allow Dorvin D. Leis co., Inc to properly perform the service included in this AGREEMENT, CUSTOMER shall:

- Provide a safe work environment
- Permit access to CUSTOMER's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service, and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Dorvin D. Leis co., Inc of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, CUSTOMER shall allow Dorvin D. Leis co., Inc to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Be responsible for the proper disposal of any waste oil, contaminated refrigerant, or any other substances that may result from the performance of service herein.
- Provide the daily routine equipment operation (if not part of this AGREEMENT) including availability of routine equipment log readings.
- Where Dorvin D. Leis co., Inc remote monitoring service is provided, CUSTOMER to provide and maintain a telephone line with long distance direct dial and answer capability.
- CUSTOMER shall operate the equipment properly and in accordance with instructions.

Waste Disposal

Unless expressly provided for in this AGREEMENT Dorvin D. Leis co., Inc shall not have any obligation to dispose of waste oil, waste water, refrigerants or any other substances associated with CUSTOMER's facility, nor will any advice, guidance or other action taken by Dorvin D. Leis co., Inc on behalf of CUSTOMER be deemed to cause Dorvin D. Leis co., Inc to be considered as the waste disposer or generator. Under no circumstances shall Dorvin D. Leis co., Inc be responsible for the disposal of any hazardous substances.

Limitation of Liability

Under no circumstances shall Dorvin D. Leis co., Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Dorvin D. Leis co., Inc shall be liable for injury to property, other than equipment provided under this AGREEMENT, and to persons, to the extent that Dorvin D. Leis co., Inc negligent acts or omissions directly contributed to such injury.

Dorvin D. Leis co., Inc maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by CUSTOMER to Dorvin D. Leis co., Inc under this agreement, subject to right of removal and return of

This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous statements or writings. Additional services requested by the CUSTOMER shall be performed under this agreement unless otherwise agreed.



THE COLLECTION

November 28, 2017

600 Ala Moana Blvd.
 Honolulu, HI 96814

Subject: PERIODIC MAINTENANCE AGREEMENT - TOWER

Our HVAC maintenance programs are designed to maintain HVAC equipment to factory operating standards. This process will assist in reducing breakdown time and extend the operating life expectancy of the HVAC systems. Our program consists of scheduling, monitoring and repairing to manufacturer’s specifications. H&C will provide quarterly reports on repairs and maintenance.

BI-MONTHLY/QUARTERLY/SEMI-ANNUALSERVICE

- **PETRA / PRE-COOLER (1)** *bi-monthly service*
- **CONDENSING UNITS (7)** *bi-monthly service*
- **FAN COIL UNITS (14)** *bi-monthly service*
- **EXHAUST FANS/LOADING DOCK /PARKING ENTRANCE (5)** *quarterly service*
- **ROOFTOP PRESSURIZATION FANS (2)** *semi-annual service*

WORK SCOPE

Service will include scheduled **BI-MONTHLY /QUARTERLY/SEMI-ANNUAL** inspection of the above equipment, at which time we will furnish the services as described below. *does not include materials*

- | | | |
|----------|----|--|
| <u>X</u> | A. | All motors and bearings: Check and lubricate. |
| <u>X</u> | B. | Check belts and drives: Check belt condition, adjusted & replace if necessary. |
| <u>X</u> | C. | Filters: Replace as required. |
| <u>X</u> | D. | Unit and associated piping: Check for visual leaks. |
| <u>X</u> | E. | Controls: Check and adjust as required. |
| <u>X</u> | F. | Drains: Check to assure they are clean and free-flowing. |
| <u>X</u> | G. | Operational tests of the equipment including temperature, amps, voltage testing. |
| <u>X</u> | H. | Additional Work Scopes see attached. |

WORK SCOPES CONT-

	PETRA/AAON - PRE-COOLER	J	F	M	A	M	J	J	A	S	O	N	D
1	Check Coil Condition	X		X		X		X		X		X	
2	Check Control Setpoints	X		X		X		X		X		X	
4	Change Air Filters	X		X		X		X		X		X	
5	Check Reversing Valve	X		X		X		X		X		X	
6	Check Condensate Pan/Drain	X		X		X		X		X		X	
7	Check Belts	X		X		X		X		X		X	
8	Check Fan Operation	X		X		X		X		X		X	
9	Check for Proper Fan Rotation	X		X		X		X		X		X	
10	Check Contactor & Points	X		X		X		X		X		X	
14	Check & Calibrate Safeties	X		X		X		X		X		X	
15	Check Evaporator Temperature Differential	X		X		X		X		X		X	
16	Check Electrical Connections	X		X		X		X		X		X	
18	Check Economizer Operation	X		X		X		X		X		X	
20	Check Motor Operation	X		X		X		X		X		X	
21	Check Heating Section	X		X		X		X		X		X	
22	Check Drive Condition	X		X		X		X		X		X	
23	Check for Bearing Play	X		X		X		X		X		X	
24	Inspect Alignment	X		X		X		X		X		X	
25	Lubricate As Required	X		X		X		X		X		X	
27	Replace Belts as Needed Annually	X											
28	Wash Condenser Coils w/Chem												



HEIDE & COOK
MECHANICAL CONTRACTORS
 SETTING THE STANDARD
 IN HAWAII SINCE 1946

	FAN COIL UNITS	J	F	M	A	M	J	J	A	S	O	N	D
1	Check Air Filters	x		x		x		x		x		x	
2	Change Air Filters	x		x		x		x		x		x	
3	Check for Proper Fan Rotation	x		x		x		x		x		x	
4	Check Starter												
5	Check Electrical Connections	x		x		x		x		x		x	
6	Check Contactors	x		x		x		x		x		x	
7	Check Evaporator Temperature Differential	x		x		x		x		x		x	
8	Check Condensate Pan/Drain	x		x		x		x		x		x	
9	Check Drive Condition	x		x		x		x		x		x	
10	Lube Dampers												
11	Check Damper Operation												
12	Check Fan/Motor Bearings	x		x		x		x		x		x	
13	Log Operating Amps	x		x		x		x		x		x	
14	Lubricate As Required	x		x		x		x		x		x	
15	Check Expansion Valves												
16	Check Evaporator Coil	x		x		x		x		x		x	
17	Check Control Setpoints	x		x		x		x		x		x	
18	Check Heating Section												
19	Inspect Pilot & Safeties												
20	Check Belts	x		x		x		x		x		x	
21	Clean Evaporator Coil												
22	Install Condensate Pan Tabs												
23	Clean CondensatePan/Drain												
24	Replace Belts as Needed Annually	x											

	Exhaust Fan	J	F	M	A	M	J	J	A	S	O	N	D
1	Check Rain Guard	X			X			X			X		
2	Check Belt Guard	X			X			X			X		
3	Light General Cleaning	X			X			X			X		
4	Check Blades	X			X			X			X		
5	Check for Proper Rotation	X			X			X			X		
6	Check Bearing Wear	X			X			X			X		
7	Check Drive Condition	X			X			X			X		
8	Check Belts	X			X			X			X		
9	Replace Belts as Needed Annually	X											
10	Inspect Starter	X			X			X			X		
11	Check Electrical Connections	X			X			X			X		
12	Log Operating Amps	X			X			X			X		
13	Lubricate As Required	X			X			X			X		

PRICING

PRICE: \$3,778.00 BI-MONTHLY BILLING *does not include tax*

ANNUAL TOTAL: \$22,668.00 *does not includes tax*



SIGNATURE

ACCEPTED & APPROVED:

Heide & Cook, LLC. (Contractor)

 Authorized Signature

Dave Begley Director of Service

 Name/Title

November 28, 2017

 Date

ACCEPTED & APPROVED:

 (Owner)

 Authorized Signature

 Name/Title

 Date

TERMS AND CONDITIONS

- A. Operate the equipment covered by this Agreement according to Manufacturer's instructions.
- B. Promptly notify the Contractor of any unusual operating conditions of the equipment covered by this Agreement.
- C. Permit the Contractor's personnel the use of common building maintenance tools such as ladders, etc., and provide safe, free and timely access to said equipment.
- D. Permit only the Contractor's personnel or authorized representative to perform work on the equipment covered by this Agreement.

General Conditions:

- A. The routine inspection and maintenance will be effected within the regular working hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding GCA holidays.
- B. When directed by the Owner to perform the routine service at times other than stated in this Agreement, the Owner will be billed the difference between straight time and overtime, as determined from the Contractor's standard billing rates.
- C. All labor and materials required for repair or replacement of parts or equipment (except lubricants) will be charged to the Owner on a time-plus-material basis, unless such repairs or replacement are covered under the manufacturer's warranty, and the original installation was made by the Contractor.
- D. In consideration of the nominal charge made for the service under this Agreement, the Contractor shall not be liable for the operation of the equipment, nor for injuries to persons, or damage to property, except those injuries or damages directly due to negligent acts or omissions of our employees and, in no event shall the Contractor be liable for incidental or consequential damages, including but not limited to loss of business and business interruption. The Contractor's liability for defective workmanship and materials, if any, shall be limited to the value of the repair or replacement part, at the Contractor's sole option. The Contractor shall not be liable for (1) expenses incurred in removing, replacing or refinishing any part of the building structure, (2) any loss or damage due to delays in furnishing or the failure to furnish labor or material caused by reason of strikes or labor disputes, flooding, war, acts of God, or by unusual delays in procuring or inability to procure supplies or for any other cause beyond the Contractor's reasonable control, or (3) any damage caused by corrosive atmosphere, water, water leakage, freezing, steam, mold or other fungi, or bacteria.
- E. This Agreement shall remain in effect for one year from the date of acceptance, and shall continue thereafter on a month-to month basis, until canceled by either party hereto. Written notice to the other or their intention to terminate same shall be submitted thirty (30) days prior to cancellation date. Upon termination, neither party shall be liable in any manner whatsoever on account of such cancellation. This contract is subject to escalation in price predicated on an equal % increase in union local 675-labor contract escalation. Not to exceed 10% per annum.
- F. This Agreement provides professional maintenance and repair services. It does not include responsibility for design of the system, obsolescence, safety tests, repairs or replacements necessitated by reason of negligence of others (including owner), misuse or abuse of the system, causes beyond the control of Contractor, or requirements of governmental, regulatory or insurance agencies.
- G. This Agreement applies only to the maintainable portions of the system. Repair or replacement of the non-maintainable parts such as ductwork, boiler shell tubes, cabinets, boiler refractory material, electrical wiring, piping, valve bodies, coils, structural supports and similar items are excluded.
- H. Contractor does not provide indoor air quality testing services unless specifically contracted for under a separate agreement. If conditions impacting indoor air quality are found to exist on equipment subject to this Agreement, Contractor will attempt to notify the Owner of the condition(s). This notification shall be advisory only. The Owner agrees that all attorneys' fees, costs, expenses, losses and damages incurred by the Owner arising from or relating to indoor air quality claims or actions, including but not limited to claims for property damage and/or bodily injury (including death), shall be the sole responsibility of the Owner and shall not be the responsibility of the Contractor.
- I. This Agreement constitutes the complete understanding between Contractor and Owner and shall supercede all prior representations, warranties and understandings. This Agreement shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party. This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Hawaii.

Notes: Refrigerant, all parts, supplies & labor for necessary repairs is additional cost to this maintenance agreement. All charges including the maintenance and material charges will be subject to applicable Hawaii general excise tax and County surcharge taxes and will be billed accordingly. Our current hourly rates: \$118/hr Monday-Friday 7:30am-4:00pm (except Holidays) & \$177/hr. (OT) Emergency calls will include one way travel time at our hourly rate. TERMS: Net thirty days. A service charge of 1% per month, or 12% per annum, will be charged on any balance that is 30 days delinquent at month's end. Contractor reserves the right to withhold our services in cases of delinquency over 60 days. Costs of collection, including but not limited to reasonable attorney' fees and normal litigation costs, shall be borne by Owner.



THE COLLECTION

November 28, 2017

600 Ala Moana Blvd.
 Honolulu, HI 96814

Subject: PERIODIC MAINTENANCE AGREEMENT - LOFTS

Our HVAC maintenance programs are designed to maintain HVAC equipment to factory operating standards. This process will assist in reducing breakdown time and extend the operating life expectancy of the HVAC systems. Our program consists of scheduling, monitoring and repairing to manufacturer’s specifications. H&C will provide quarterly reports on repairs and maintenance.

BI-MONTHLY SERVICE

- **AAON / PRE-COOLER (1)** *bi-monthly service*
- **CONDENSING UNIT (1)** *bi-monthly service*
- **FAN COIL UNITS (5)** *bi-monthly service*

WORK SCOPE

Service will include scheduled **BI-MONTHLY** inspection of the above equipment, at which time we will furnish the services as described below. *does not include materials*

- | | | |
|----------|----|--|
| <u>X</u> | A. | All motors and bearings: Check and lubricate. |
| <u>X</u> | B. | Check belts and drives: Check belt condition, adjusted & replace if necessary. |
| <u>X</u> | C. | Filters: Replace as required. |
| <u>X</u> | D. | Unit and associated piping: Check for visual leaks. |
| <u>X</u> | E. | Controls: Check and adjust as required. |
| <u>X</u> | F. | Drains: Check to assure they are clean and free-flowing. |
| <u>X</u> | G. | Operational tests of the equipment including temperature, amps, voltage testing. |
| <u>X</u> | H. | Additional Work Scopes see attached. |

WORK SCOPES CONT-

	PETRA/AAON - PRE-COOLER	J	F	M	A	M	J	J	A	S	O	N	D
1	Check Coil Condition	X		X		X		X		X		X	
2	Check Control Setpoints	X		X		X		X		X		X	
4	Change Air Filters	X		X		X		X		X		X	
5	Check Reversing Valve	X		X		X		X		X		X	
6	Check Condensate Pan/Drain	X		X		X		X		X		X	
7	Check Belts	X		X		X		X		X		X	
8	Check Fan Operation	X		X		X		X		X		X	
9	Check for Proper Fan Rotation	X		X		X		X		X		X	
10	Check Contactor & Points	X		X		X		X		X		X	
14	Check & Calibrate Safeties	X		X		X		X		X		X	
15	Check Evaporator Temperature Differential	X		X		X		X		X		X	
16	Check Electrical Connections	X		X		X		X		X		X	
18	Check Economizer Operation	X		X		X		X		X		X	
20	Check Motor Operation	X		X		X		X		X		X	
21	Check Heating Section	X		X		X		X		X		X	
22	Check Drive Condition	X		X		X		X		X		X	
23	Check for Bearing Play	X		X		X		X		X		X	
24	Inspect Alignment	X		X		X		X		X		X	
25	Lubricate As Required	X		X		X		X		X		X	
27	Replace Belts as Needed Annually	X											
28	Wash Condenser Coils w/Chem												



HEIDE & COOK
MECHANICAL CONTRACTORS
 SETTING THE STANDARD
 IN HAWAII SINCE 1946

	FAN COIL UNITS	J	F	M	A	M	J	J	A	S	O	N	D
1	Check Air Filters	x		x		x		x		x		x	
2	Change Air Filters	x		x		x		x		x		x	
3	Check for Proper Fan Rotation	x		x		x		x		x		x	
4	Check Starter												
5	Check Electrical Connections	x		x		x		x		x		x	
6	Check Contactors	x		x		x		x		x		x	
7	Check Evaporator Temperature Differential	x		x		x		x		x		x	
8	Check Condensate Pan/Drain	x		x		x		x		x		x	
9	Check Drive Condition	x		x		x		x		x		x	
10	Lube Dampers												
11	Check Damper Operation												
12	Check Fan/Motor Bearings	x		x		x		x		x		x	
13	Log Operating Amps	x		x		x		x		x		x	
14	Lubricate As Required	x		x		x		x		x		x	
15	Check Expansion Valves												
16	Check Evaporator Coil	x		x		x		x		x		x	
17	Check Control Setpoints	x		x		x		x		x		x	
18	Check Heating Section												
19	Inspect Pilot & Safeties												
20	Check Belts	x		x		x		x		x		x	
21	Clean Evaporator Coil												
22	Install Condensate Pan Tabs												
23	Clean CondensatePan/Drain												
24	Replace Belts as Needed Annually	x											

	CITY MULTI	J	F	M	A	M	J	J	A	S	O	N	D
1	Check Coil Condition	X		X		X		X		X		X	
2	Check Fan/Motor Operation	X		X		X		X		X		X	
3	Check Control Setpoints	X		X		X		X		X		X	
4	Check Expansion Valve	X		X		X		X		X		X	
7	Check Unit Charge	X		X		X		X		X		X	
8	Check Temperature Differential	X		X		X		X		X		X	
9	Check Condensate Pan & Drain	X		X		X		X		X		X	
10	Check Belts	X		X		X		X		X		X	
11	Repalce Belts as Needed Annually	X											
12	Lubricate as Required	X		X		X		X		X		X	
13	Check Electrical Connections	X		X		X		X		X		X	
14	Check Heating Section	X		X		X		X		X		X	
15	Wash Condenser Coil w/Chem												
20	Change Air Filters	X		X		X		X		X		X	

PRICING

PRICE: \$1,482.00 BI-MONTHLY BILLING *does not include tax*

ANNUAL TOTAL: \$8,892.00 *does not includes tax*



SIGNATURE

ACCEPTED & APPROVED:

Heide & Cook, LLC. (Contractor)

 Authorized Signature

Dave Begley Director of Service

 Name/Title

November 28, 2017

 Date

ACCEPTED & APPROVED:

 (Owner)

 Authorized Signature

 Name/Title

 Date

TERMS AND CONDITIONS

- A. Operate the equipment covered by this Agreement according to Manufacturer's instructions.
- B. Promptly notify the Contractor of any unusual operating conditions of the equipment covered by this Agreement.
- C. Permit the Contractor's personnel the use of common building maintenance tools such as ladders, etc., and provide safe, free and timely access to said equipment.
- D. Permit only the Contractor's personnel or authorized representative to perform work on the equipment covered by this Agreement.

General Conditions:

- A. The routine inspection and maintenance will be effected within the regular working hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding GCA holidays.
- B. When directed by the Owner to perform the routine service at times other than stated in this Agreement, the Owner will be billed the difference between straight time and overtime, as determined from the Contractor's standard billing rates.
- C. All labor and materials required for repair or replacement of parts or equipment (except lubricants) will be charged to the Owner on a time-plus-material basis, unless such repairs or replacement are covered under the manufacturer's warranty, and the original installation was made by the Contractor.
- D. In consideration of the nominal charge made for the service under this Agreement, the Contractor shall not be liable for the operation of the equipment, nor for injuries to persons, or damage to property, except those injuries or damages directly due to negligent acts or omissions of our employees and, in no event shall the Contractor be liable for incidental or consequential damages, including but not limited to loss of business and business interruption. The Contractor's liability for defective workmanship and materials, if any, shall be limited to the value of the repair or replacement part, at the Contractor's sole option. The Contractor shall not be liable for (1) expenses incurred in removing, replacing or refinishing any part of the building structure, (2) any loss or damage due to delays in furnishing or the failure to furnish labor or material caused by reason of strikes or labor disputes, flooding, war, acts of God, or by unusual delays in procuring or inability to procure supplies or for any other cause beyond the Contractor's reasonable control, or (3) any damage caused by corrosive atmosphere, water, water leakage, freezing, steam, mold or other fungi, or bacteria.
- E. This Agreement shall remain in effect for one year from the date of acceptance, and shall continue thereafter on a month-to month basis, until canceled by either party hereto. Written notice to the other or their intention to terminate same shall be submitted thirty (30) days prior to cancellation date. Upon termination, neither party shall be liable in any manner whatsoever on account of such cancellation. This contract is subject to escalation in price predicated on an equal % increase in union local 675-labor contract escalation. Not to exceed 10% per annum.
- F. This Agreement provides professional maintenance and repair services. It does not include responsibility for design of the system, obsolescence, safety tests, repairs or replacements necessitated by reason of negligence of others (including owner), misuse or abuse of the system, causes beyond the control of Contractor, or requirements of governmental, regulatory or insurance agencies.
- G. This Agreement applies only to the maintainable portions of the system. Repair or replacement of the non-maintainable parts such as ductwork, boiler shell tubes, cabinets, boiler refractory material, electrical wiring, piping, valve bodies, coils, structural supports and similar items are excluded.
- H. Contractor does not provide indoor air quality testing services unless specifically contracted for under a separate agreement. If conditions impacting indoor air quality are found to exist on equipment subject to this Agreement, Contractor will attempt to notify the Owner of the condition(s). This notification shall be advisory only. The Owner agrees that all attorneys' fees, costs, expenses, losses and damages incurred by the Owner arising from or relating to indoor air quality claims or actions, including but not limited to claims for property damage and/or bodily injury (including death), shall be the sole responsibility of the Owner and shall not be the responsibility of the Contractor.
- I. This Agreement constitutes the complete understanding between Contractor and Owner and shall supercede all prior representations, warranties and understandings. This Agreement shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party. This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Hawaii.

Notes: Refrigerant, all parts, supplies & labor for necessary repairs is additional cost to this maintenance agreement. All charges including the maintenance and material charges will be subject to applicable Hawaii general excise tax and County surcharge taxes and will be billed accordingly. Our current hourly rates: \$118/hr Monday-Friday 7:30am-4:00pm (except Holidays) & \$177/hr. (OT) Emergency calls will include one way travel time at our hourly rate. TERMS: Net thirty days. A service charge of 1% per month, or 12% per annum, will be charged on any balance that is 30 days delinquent at month's end. Contractor reserves the right to withhold our services in cases of delinquency over 60 days. Costs of collection, including but not limited to reasonable attorney' fees and normal litigation costs, shall be borne by Owner.



PO Box 4444, Kaneohe, HI 96744
 PH: 808-526-8068 * Fax 808-848-7062

MAINTENANCE PROPOSAL

DATE
 11/21/2017

Proposal #
 16035-MP

BILL TO:

The Collection
 600 Ala Moana Blvd.
 Honolulu HI 96813

LOCATION:

The Towers

P.O. NUMBER		TERMS	SUBMITTED BY	
		PROPOSAL VALID FOR 30 DAYS	Jeremy Kalaikai	
QTY	DESCRIPTION	PRICE EACH	AMOUNT	
<p>ATTENTION: Mark Dias # 548-4555 EMAIL: chief@thecollectionhonolulu.com</p> <p>EQUIPMENT LOCATION / DESCRIPTION: 14 each City multi Mitsubishi FCU's & 7 Condensers and 1 each Petra RTU</p> <p>PREVENTIVE MAINTENANCE OF AIR CONDITIONING EQUIPMENT:</p> <ol style="list-style-type: none"> 1) Check general condition and operation. 2) Wash and/or replace air filters as needed. 3) Clear all drain lines with CO2 and/or water. 4) Check discharge and suction pressures as needed. 5) Check and *light clean evaporator and condenser coils. 6) Check for signs of oil and refrigerant leakage. 7) Check controls, switches and wiring to ensure proper operation. 8) Grease or oil fan and motor bearings (as needed). 9) Check pulleys for wear and proper alignment. Replace all worn fan belts. 10) Check and clean registers and supply air diffusers (as needed). 11) Instruct owner/manager of unusual conditions and provide cost proposals (as needed). <p>NOTES:</p> <ol style="list-style-type: none"> 1) Materials are NOT included. 2) Trouble calls are NOT included. 3) Normal business hours: Monday to Friday - 7:00 am to 3:30 pm 4) 24-hour service available (1.5 times the hourly rate after normal business hours). 5) *Light cleaning of coils does not include chemical cleaning. 6) Additional Insurance (Primary & Non-Contributory and/or Waiver of Subrogation) is not included. <p>COST: \$2530.00 Labor + Tax (Monthly, Bi-Monthly, Quarterly, Semi-Annual,) Please circle frequency, sign and return.</p> <p>TERMS: 30 days net. A finance charge of 1% per month will be applied on all overdue accounts. (Annual percentage rate of 12%), and if this contract is placed in the hands of a collector or attorney for collection the undersigned acceptor(s) of this proposal shall pay all costs of collection, including a reasonable collector's or attorney fees.</p> <p>We reserve the right to cancel without notice for non-payment of services.</p>				
TOTAL				\$0.00

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

The signer, hereby authorizes the proposed work to be completed by Shobu's Refrigeration and Air Conditioning, Inc.



SHOBU'S
REFRIGERATION & A/C
AIR CONDITIONING

PO Box 4444, Kaneohe, HI 96744
PH: 808-526-8068 * Fax 808-848-7062

MAINTENANCE PROPOSAL

DATE

11/21/2017

Proposal #

16034-MP

BILL TO:

The Collection
600 Ala Moana Blvd.
Honolulu HI 96813

LOCATION:

The Loft

P.O. NUMBER		TERMS	SUBMITTED BY	
		PROPOSAL VALID FOR 30 DAYS	Jeremy Kalaikai	
QTY	DESCRIPTION	PRICE EACH	AMOUNT	
<p>ATTENTION: Mark Dias # 548-4555 EMAIL: chief@thecollectionhonolulu.com</p> <p>EQUIPMENT LOCATION / DESCRIPTION: 5 each City Multi Mitsubishi FCU's & 2 each Condenser units and 1 each AAON package unit</p> <p>PREVENTIVE MAINTENANCE OF AIR CONDITIONING EQUIPMENT:</p> <ol style="list-style-type: none"> 1) Check general condition and operation. 2) Wash and/or replace air filters as needed. 3) Clear all drain lines with CO2 and/or water. 4) Check discharge and suction pressures as needed. 5) Check and *light clean evaporator and condenser coils. 6) Check for signs of oil and refrigerant leakage. 7) Check controls, switches and wiring to ensure proper operation. 8) Grease or oil fan and motor bearings (as needed). 9) Check pulleys for wear and proper alignment. Replace all worn fan belts. 10) Check and clean registers and supply air diffusers (as needed). 11) Instruct owner/manager of unusual conditions and provide cost proposals (as needed). <p>NOTES:</p> <ol style="list-style-type: none"> 1) Materials are NOT included. 2) Trouble calls are NOT included. 3) Normal business hours: Monday to Friday - 7:00 am to 3:30 pm 4) 24-hour service available (1.5 times the hourly rate after normal business hours). 5) *Light cleaning of coils does not include chemical cleaning. 6) Additional Insurance (Primary & Non-Contributory and/or Waiver of Subrogation) is not included. <p>COST: \$1150.00 Labor + Tax (Monthly, Bi-Monthly, Quarterly, Semi-Annual, Annual) Please circle frequency, sign and return.</p> <p>TERMS: 30 days net. A finance charge of 1% per month will be applied on all overdue accounts. (Annual percentage rate of 12%), and if this contract is placed in the hands of a collector or attorney for collection the undersigned acceptor(s) of this proposal shall pay all costs of collection, including a reasonable collector's or attorney fees.</p> <p>We reserve the right to cancel without notice for non-payment of services.</p>				
TOTAL				\$0.00

Print Name: _____

Title: _____

Authorized Signature: _____

Date: _____

The signer, hereby authorizes the proposed work to be completed by Shobu's Refrigeration and Air Conditioning, Inc.