CM

PROFESSIONAL SERVICES AGREEMENT

# HVAC

PREPARED EXCLUSIVELY FOR

## Sagebrush & Salt Home Goods

Phoenix, AZ 85032

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| PROJECT | HVAC |
| PREPARED BY | Corvane Mechanical · Elena Varga |
| CONTACT | (602) 555-0117 |
| TOTAL INVESTMENT | **$28,900** |

This Agreement is entered into between Corvane Mechanical ("The Contractor") and Sagebrush & Salt Home Goods ("The Client").
The parties agree to the terms and conditions set out herein.

## 1. PROJECT OVERVIEW

This Agreement is entered into between Corvane Mechanical ("The Contractor") and Sagebrush & Salt Home Goods ("The Client"), attention Grant Ellison, Store Operations Manager, for the like-for-like replacement of the 10 ton gas/electric packaged rooftop unit serving the sales floor of the single-storey store. The Client requires the replacement completed in a single day, starting before store hours. The Contractor has completed the site survey, including the existing curb, unit nameplate, gas pressure, roof around the curb and the crane set-up location, and will perform the work as described in this Agreement.

## 2. SCOPE OF WORK

1. Submit the City of Phoenix commercial mechanical permit.
2. Order the new unit and a fabricated insulated curb adapter. The new unit does not match the 15-year-old existing curb.
3. Supply a 10 ton (120,000 Btu/h nominal cooling) gas/electric packaged rooftop unit with approximately 180,000 Btu/h gas heat input, 208/230 V 3-phase to match the existing service, meeting current federal commercial efficiency minimums, using A2L low-GWP refrigerant, with economizer.
4. Schedule the crane lift with Grant Ellison for 7:00 a.m., the start of the City's winter construction hours and three hours before the store opens at 10:00 a.m. The crane will be set in the store's own rear lot; no street-use permit is required.
5. Lock out power and gas, recover refrigerant, and disconnect power, gas, condensate and duct connections.
6. Crane the old unit off the curb. Set the curb adapter on the existing curb, then set the new unit on the adapter, sealed and gasketed to the new supply and return openings.
7. Reconnect gas with a new shutoff valve and sediment trap.
8. Reconnect power. Install a new disconnect if the existing disconnect does not match the new nameplate.
9. Install a new trapped condensate line to the existing discharge point.
10. Start-up: gas pressure and combustion check, refrigerant charge verification, airflow check, economizer operation check, and thermostat set-up. This is start-up only and not a full test and balance.
11. Haul away and dispose of the old unit, and magnet sweep the roof.
12. Final inspection with the City. Deliver the start-up report and warranty registration to the owner.
13. If wind or weather cancels the lift, rebook the crane for the next available morning at no extra charge to the store.

## 3. MATERIALS & SPECIFICATIONS

- Rooftop unit: 10 ton (120,000 Btu/h nominal cooling) gas/electric packaged unit, approximately 180,000 Btu/h gas heat input, 208/230 V 3-phase, meeting current federal commercial efficiency minimums, A2L low-GWP refrigerant, with economizer. Make and model to be confirmed prior to ordering.

- Curb adapter: fabricated, insulated, to suit the existing curb and the new unit.
- Gas connection: new shutoff valve and sediment trap.
- Condensate: new trapped condensate line to the existing discharge point.
- Electrical disconnect: new unit supplied only if the existing disconnect does not match the new nameplate.
- Sealing and gasketing: between the unit and the supply and return openings.

## 4. PROJECT TIMELINE

Start Date: January 12, 2027

Week 0 / Upon acceptance: Submit the City of Phoenix commercial mechanical permit and place the order for the unit and curb adapter on receipt of the first payment.

Weeks 1 to 5 / Order lead time: Unit lead time is 3 to 5 weeks. The crane lift is scheduled with Grant Ellison.

January 12, 2027 / Lift day: Work begins at 7:00 a.m. The sales floor is without heating or cooling from about 7:00 a.m. to early afternoon. The unit is replaced, started up and the old unit removed the same day.

After lift day / Close-out: Final inspection with the City, then the start-up report and warranty registration are delivered to the owner.

Estimated Completion: January 12, 2027

## 5. INVESTMENT

| TOTAL | $28,900 |
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Prices in US dollars. The price includes the crane, curb adapter, permit fees, start-up and disposal. Arizona transaction privilege tax on materials is paid by The Contractor and included; no tax is added to the contract.

## 6. PAYMENT SCHEDULE

1. 40% on order, due to release the equipment.
2. 50% at start-up.
3. 10% after the City's final inspection.

All invoices are due within 15 days.

## 7. ALLOWANCES & UNIT PRICING

No allowances, contingencies or unit prices are included in this Agreement. Conditional work outside the stated scope, such as structural reinforcement, ductwork repair or electrical service changes, will be priced and confirmed by written Change Order before it proceeds.

## 8. EXCLUSIONS

1. Roofing or roof membrane work beyond the curb (by the owner's roofer, to keep the roof warranty intact).
2. Structural reinforcement.
3. Ductwork replacement below the roof deck.
4. Building automation or energy management integration.
5. Electrical service changes.
6. Fire alarm duct detector work (by the fire alarm contractor).
7. Portable cooling for the sales floor on lift day (available as an extra).
8. Asbestos in old curb or roof materials.

## 9. ASSUMPTIONS & CLARIFICATIONS

- Unit make and model: to be confirmed with The Client before ordering.
- Existing disconnect: a new disconnect is included only if the existing one does not match the new nameplate.
- Lift day: The Client provides access to the roof and rear lot from 7:00 a.m.
- Lift date: the date depends on unit delivery within the stated 3 to 5 week lead time.

## 10. WARRANTY

Manufacturer warranties on the compressor and heat exchanger apply per the unit's warranty certificate, registered in the store's name. Documentation is delivered to the owner with the start-up report.

The Contractor warrants parts and labour for 1 year from start-up. Under this warranty The Contractor will repair or replace defective parts and provide the labour to remedy covered defects. The warranty does not cover damage caused by misuse, alteration or repair by others, or failure to maintain the equipment per the manufacturer's requirements.

## 11. INSURANCE & LICENSING

The Contractor carries commercial general liability insurance and workers' compensation coverage. The Contractor holds Arizona Registrar of Contractors license ROC 000000. Certificate of Insurance and documentation available on request.

## 12. CHANGE ORDER POLICY

Any change to the scope of work is priced and agreed in writing by both parties before the work proceeds. Verbal changes are not binding.

## 13. TERMS & CONDITIONS

1. Definitions. "This Agreement" means this proposal, Proposal No. HVA-2026-9130, once accepted. "The Contractor" means Corvane Mechanical. "The Client" means Sagebrush & Salt Home Goods. "The Work" means the scope described under Scope of Work.
2. Scope and Variations. The Contractor will perform only The Work. Any variation requires a written Change Order under the Change Order Policy. This Agreement is valid for 30 days from November 13, 2026.
3. Payment. The Client will pay per the Payment Schedule. Invoices are due within 15 days.
4. Client Obligations. The Client will provide access to the roof, rear lot and mechanical areas, will coordinate with Grant Ellison on lift-day timing, and acknowledges that the sales floor will be without heating and cooling from about 7:00 a.m. to early afternoon on lift day.
5. Unforeseen Conditions. If concealed or unforeseen conditions are discovered, including asbestos in old curb or roof materials, work in the affected area stops and The Client is notified. Further work proceeds only by written Change Order. If wind or weather cancels the lift, The Contractor rebooks the crane for the next available morning at no extra charge to the store.
6. Liability and Insurance. The Contractor maintains commercial general liability insurance and workers' compensation coverage. The Contractor is not liable for indirect or consequential losses, including loss of business or revenue during the replacement, to the extent permitted by law.
7. Dispute Resolution. The parties will first attempt to resolve any dispute through good-faith negotiation between senior representatives. Unresolved disputes will proceed to mediation before any court action, and this Agreement is governed by the laws of the State of Arizona.

## 14. ACCEPTANCE

This Agreement is between Corvane Mechanical ("The Contractor") and Sagebrush & Salt Home Goods ("The Client"). Acceptance confirms that The Client has read and agrees to the full terms of this contract, including the Scope of Work, Exclusions, Payment Schedule and Terms & Conditions.

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| **Accepted by (Contractor)** | **Accepted by (Client)** |
| Corvane Mechanical | Sagebrush & Salt Home Goods |
| Elena Varga | |
| Printed Name & Title | Printed Name & Title |
| Date | Date |

END OF PROPOSAL · HVA-2026-9130