



August 8, 2024  
Mr. Parish Barten  
City of St. Francis  
3750 Bridge St NW  
St. Francis, MN 55070

Re: St Francis HVAC Service Contract

NAC is pleased to present the following proposal for quarterly maintenance as outlined in prebid scope meeting.

**Mechanical Labor Rate Table**

Regular Hourly Rate: \$175.00/hr  
Emergency Service Labor Rate: \$260.00/hr  
Trip Charge: \$101.50

**Quarterly Preventative Maintenance Rate:** Sites included in preventative maintenance: Waste Water Treatment, Water Treatment, Liquor Store, Warming House, New City Hall and Fire Station, Public Works/police

Semi-Annual Price: \$ 24,515.00

**Notes:**

- 1. Proposal based upon normal working hours.
- 2. Lifts, Filters, Belt provided by City of St. Francis
- 3. Factory boiler maintenance kits not include.
- 4. 3% annual price increase.

If you have any questions feel free to contact us anytime, or if you would like us to proceed please sign proposal and fax or e-mail back at your convenience. Thank you for the opportunity to quote this work.

**CITY OF ST. FRANCIS**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**NAC MECHANICAL & ELECTRICAL SERVICES**

Signature: \_\_\_\_\_  
 Name: Doug Batcha  
 Title: Account Manager  
 Date: \_\_\_\_\_



9065 Zachary Lane North  
Maple Grove, MN 55369

## SERVICE AGREEMENT PROPOSAL



### CUSTOMER

**City of St. Francis**  
16150 Crosstown Boulevard Northwest  
Andover, MN 55304

### SITES

City Hall/Fire  
Wastewater Treatment Facility  
Water Department  
Warming Building  
St. Francis Liquor Store  
4020 Building  
Police Department/Public Works

### UHL SCHEDULING/SERVICE

(763) 425-7226

*Security*

*Mechanical Services*

*Building Automation*

*Energy Services*



9065 Zachary Lane North  
Maple Grove, MN 55369  
763.425.7226

## Preventative Maintenance Agreement

**City of St. Francis**  
16150 Crosstown Boulevard Northwest  
Andover, MN 55304

**Attention:** Parish Barten

UHL Company is pleased to provide City of St. Francis with a (1) year Mechanical and Energy Management System (EMS) preventative maintenance agreement. This contract will include functional testing for the mechanical equipment as further described in this agreement.

### Advantages of a Mechanical and Energy Management System (EMS) Service Agreement

1. Reduce energy consumption.
2. Lower operating costs.
3. Minimize equipment down time.
4. Extend the life of the equipment.
5. Maintain comfort throughout the building.
6. Improve indoor air quality.
7. UHL contract customers will save an average of \$20/hr over non-contract customers on all service related work.
8. UHL is a Certified Building Management System EcoXpert partner of Schneider Electric with a team of employees that have undergone rigorous training within our organization. We recognize the importance of education to our customers and offer, at no fee, access to Schneider Electric's Energy University and SmartUser Academy on-line training. These e-learning courses are available 24/7/365 and offer proficiency education in specific categories. There are over 200 e-learning courses in 13 languages. Included as part of this service proposal is the ability for your staff to receive access to this training at no additional charge.

### UHL Safety

UHL Company is committed to providing a safe work environment for our employees and customers; we are continually applying safety to all areas of our organization. Our safety program includes comprehensive annual and ongoing safety training, including the use of personal protection equipment, weekly toolbox talks, and the clear expectation that our employees must work safely.

1. UHL Company, Inc. is Lead-safe Certified under the new Environmental Protection Agency (EPA) Lead-Safe Law, which went into effect April 22, 2010.
2. UHL continues to be a member of the Minnesota Safety Council and attends the Minnesota Health & Safety conference every year.

## FieldConnect - Field Service Portal

UHL Company's service technicians utilize electronic wireless service software. Contracts come with FieldConnect service software (SaaS).

1. All service tickets will be digitally stored on a secure website viewable by qualified customer personnel.
2. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at original specifications.
3. FieldConnect work order system gives customer the ability to request service from UHL Company, and look up present and completed work orders.
4. FieldConnect software is a SaaS, which means no software installed on customer IT infrastructure, and no software to maintain or upgrade.
5. Customer's maintenance personnel can utilize UHL's FieldConnect work order system, which allows all service requests to be tracked for response time and resolution. EMERGENCY calls need to be made via phone to our service department.
6. FieldConnect training included in contract.

## Responsibilities of the Contract - Mechanical

1. UHL Company will provide preventative maintenance on the equipment at the sites listed on **Exhibit A**. All PM visits will be scheduled in advanced.
2. UHL Company will provide quarterly pre-filter changes on RTUs and Furnaces. Customer to supply filters.
3. UHL Company will provide semi-annual pre-filter changes on Make-up Air Units and clean reusable filters on Mini-Splits. Customer to supply filters.
4. UHL Company will provide belt inspections during PM visits. If belt replacement is needed, it will be billed separately with customer approval.
5. UHL Company will provide semi-annual (spring, summer) Coil Cleaning on RTUs, Condensing Units, Dehumidifiers, Mini-splits, Walk-in Evaporators and Heat Pumps.
6. UHL Company will provide annual (fall) cleaning on Boilers. Boiler maintenance kits at the Wastewater Treatment Facility and Fire/City Hall are included in contract.
7. UHL Company will provide annual (fall) sensor calibration on (3) NO2 Sensors and (4) CO sensors at Police Department/Public Works.
8. Customer to provide lift for aerial unit inspections at all locations.

## Responsibilities of the Contract - Controls

9. UHL Company will provide one annual service trip to complete annual database backups, install revision updates, if applicable, troubleshoot any EMS related customer issues, and complete system preventative maintenance at the Police Department/Public Works Building.
10. All contract work above and beyond this agreement will be completed at our preferred contract rates.
11. This contract will be completed during normal business hours Monday-Friday from 7:00am-3:30pm.

## Controllers inspected and tested under 1-year contract

Site	Controllers	Quantity	Manufacturer
PD & Public Works	JACE-8100	1	Schneider Electric

### Terms and Payment

This service agreement shall begin on the **1st** day of **January, 2025** and shall continue for a period of one (1) year and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon a thirty-day written notice prior to the anniversary date of this agreement. Additional terms and conditions (“Terms”) are located on the last page of this form.

### Contract Cost per Year - Mechanical

Year	Annual Cost
<b>2025</b>	<b>\$39,553.00</b>

### Contract Cost per Year - Controls

Year	Annual Cost
<b>2025</b>	<b>\$1,648.00</b>

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **semi-annual** as agreed. First invoice will be sent out on contract start date. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on the last page, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until **December 31, 2024**.

#### Required Signatures:

<b>Submitted for:</b> UHL Company	<b>This agreement is accepted for:</b> City of St. Francis
<b>Approved by:</b> Jake Lehmann	<b>Approved by:</b> <i>(Please print)</i>
<b>Title:</b> Account Manager	<b>Title:</b>
<b>Signature:</b> <i>Jake Lehmann</i>	<b>Signature:</b>
<b>Dated:</b> 8/5/2024	<b>Dated:</b>
<b>Phone:</b> 763.425.7226	<b>Phone:</b>

## UHL Company, Inc. – Terms and Conditions

1. This service agreement will be for a term of one year beginning on start date and will automatically renew from year to year. Contract pricing is subject to change on automatic renewal dates. Either party may terminate this agreement by providing written notice 30 days before the end of renewal date. Should the contract be canceled for cause, the outstanding account balance must be paid in full prior to cancellation.
2. The customer will provide and permit reasonable access to all covered equipment. UHL will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services during normal business hours. This Proposal assumes that all pieces of equipment are in proper operating condition. UHL shall inspect and report to the customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, UHL may make recommendations and to assist in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the customer unless otherwise stated in this Proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed. Any repairs or services resulting from power failures, freezing, roof leaks, or air side corrosion will be paid for by the customer in accordance with UHL currently established rates.
3. In the unlikely event of failure to perform its obligations, UHL's liability is limited to repair or replacement, at its option; such shall be the customer's sole remedy. Under no circumstances will UHL be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of the customer's tenants or clients, or any special, indirect or consequential damages.
4. The agreement does not include responsibility for system design deficiencies, such as but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
5. UHL will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
6. UHL warrants it is protected by Worker's Compensation insurance, public liability insurance and property damage insurance policies. Certificates for all such insurance policies will be provided to you upon written request. You will carry fire, tornado, Builder's Risk with full owner and contractor coverage's and other necessary insurance for the project.
7. Payment is due within 30 days of UHL's invoice date. Interest shall accrue on any unpaid balance at a rate of 1.5% per month. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights.
8. In the event of your default, UHL may terminate this agreement and recover the balance due. You will pay all expenses, damages and cost, including reasonable attorney's fees, incurred by UHL in collecting the outstanding debt.
9. Unless otherwise specified in the Proposal, UHL will not furnish any performance or material payment bond.
10. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by UHL.
11. All material and equipment furnished and installed by UHL will carry the manufacturer's standard warranty. In many cases, this warranty will include an allowance for the cost of labor and related costs such as crane rental, refrigerant, etc., for correcting defects in material and workmanship. However, if the standard manufacturer's warranty does not provide for this additional coverage, the owner will be responsible for payment of these repairs. THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS.
12. Our pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached Proposal. If such costs are incurred by UHL, they will be passed on to you at UHL's actual cost without the need for written approval.
13. All planned and routine labor is to be performed during UHL's normal working hours unless specified elsewhere this Proposal.
14. This contract constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and you have not relied on any representation made by UHL that is not contained herein.
15. These Terms may in some instances conflict with some of the terms and conditions or other document issued by you. In such case, the Terms contained herein shall govern and acceptance of this Proposal is conditioned upon your acceptance of the Terms herein.
16. Uhl shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of God, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, accidents or any cause beyond the reasonable control of UHL. The completion date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

## EXHIBIT A

Equipment Type	MFG	Location	Area Served	PM Schedule			
				Winter	Spring	Summer	Fall
<b>PD/Public Works</b>							
Circ Pumps							X
Boiler-1 (condensing) Boiler Kit N/A							X
Boiler-2 (condensing) Boiler Kit N/A							X
Exhaust Fan-1							X
MAU-1					X		X
MAU-2					X		X
MAU-3					X		X
MAU-4					X		X
RTU-1				X	X	X	X
RTU-2				X	X	X	X
UH-1							X
UH-2							X
UH-3							X
Water Heater-1							X
NO2 Sensors							X
CO Sensors							X
<b>Fire &amp; City Hall</b>							
RTU-01	Carrier	Roof		X	X	X	X
RTU-02	Carrier	Roof		X	X	X	X
RTU-03	Carrier	Roof		X	X	X	X
RTU-04	Carrier	Roof		X	X	X	X
RTU-05	Carrier	Roof		X	X	X	X
RTU-06	Carrier	Roof		X	X	X	X
RTU-07	Carrier	Roof		X	X	X	X
RTU-08	Carrier	Roof		X	X	X	X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
PRV-01	Greenheck	Roof					X
Condensing Unit-1	LG	Roof	MS-01		X		

## EXHIBIT A

Equipment Type	MFG	Location	Area Served	PM Schedule			
				Winter	Spring	Summer	Fall
Condensing Unit-2	LG	Roof	MS-02		X		
Wall Mounted Ductless Mini-Split-01	LG	Data/IT			X		X
Wall Mounted Ductless Mini-Split-02	LG	AV/Storage			X		X
Boiler-1	Riello	Mech/Elec					X
Boiler-2	Riello	Mech/Elec					X
Boiler-3	Riello	Mech/Elec					X
Unit Heater-1	Reznor	Apparatus Bay					X
Unit Heater-2	Reznor	Apparatus Bay					X
Unit Heater-3	Reznor	Apparatus Bay					X
Unit Heater-4	Reznor	Apparatus Bay					X
Unit Heater-5	Reznor	Apparatus Bay					X
Unit Heater-6	Reznor	Apparatus Bay					X
Unit Heater-7	Reznor	Apparatus Bay					X
Unit Heater-8	Reznor	Apparatus Bay					X
Pump-1 (inline pump)	XYLEM	Mech/Elec					X
Pump-2 (inline pump)	XYLEM	Mech/Elec					X
P-SM-1 (inline pump)	XYLEM	Mech/Elec					X
RMB-1 (radiant mixing block) wet ro	TACO	MF-1	MF-1				X
RMB-2	TACO	MF-2	MF-2				X
RMB-3	TACO	MF-3	MF-3				X
RMB-4	TACO	MF-4	MF-4				X
RMB-5	TACO	MF-5	MF-5				X
RMB-6	TACO	MF-6	MF-6				X
RMB-7	TACO	MF-7	MF-7				X
RMB-SM-1	TACO	MF-SM-1	MF-SM-1				X
RMB-SM-2	TACO	MF-Sm-2	MF-Sm-2				X
<b>Wastewater Treatment Facility</b>							
Boiler-1	Viessman						X
Boiler-2	Viessman						X
Boiler-3	Viessman						X
Boiler-4	Viessman						X
Condensing Unit-001	Carrier				X		X



## EXHIBIT A

				PM Schedule			
Equipment Type	MFG	Location	Area Served	Winter	Spring	Summer	Fall
Condensing Unit-002	Carrier				X		X
Condensing Unit-003	Carrier				X		X
Condensing Unit-004	Carrier				X		X
Heat Pump-001	First Company				X		X
Heat Pump-002	First Company				X		X
MAU-001	Titan				X		X
MAU-002	Titan				X		X
MAU-003	Reznor				X		X
MAU-004	Reznor				X		X
MAU-005	Titan				X		X
MAU-006	Titan				X		X
Radiant Heater-1							X
Split System-001	Carrier				X		X
Split System-002	Carrier				X		X
Unit Heater-001	Reznor						X
Unit Heater-002	Reznor						X
Unit Heater ?	Reznor						X
Unit Heater ?	Reznor						X
<b>Water Department</b>							
Split System Unit-1	Carrier				X	X	
Dehumidification Unit-1					X		X
Dehumidification Unit-2					X		X
Dehumidification Unit-3					X		X
Dehumidification Unit-4					X		X
Dehumidification Unit-5					X		X
Dehumidification Unit-6					X		X
Dehumidification Unit-7					X		X
Dehumidification Unit-8					X		X
Dehumidification Unit-9					X		X
Dehumidification Unit-10					X		X
Forced Air Furnce & CU-1					X	X	X
Mini-Split Unit-1					X		X



# Yale Mechanical

Building Efficiency and Sustainability

A Service Logic Company

220 W 81st St  
Minneapolis, MN 55410  
yalemech.com

# Service Agreement

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Planned Maintenance - Q-15698

July 31, 2024

*Proposal Prepared For:*  
City of St Francis  
4058 St Francis Blvd NW  
St Francis, Minnesota 55070



Company:

Client:

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Yale Mechanical  
220 W 81st St  
Minneapolis, MN 55420

City of St Francis  
4058 St Francis Blvd NW  
St Francis, Minnesota 55070

Contact: Josh Little  
Email: [jlittle@yalemech.com](mailto:jlittle@yalemech.com)  
(Herein after referred to as 'Company')

Contact: Parish Barten  
Email: [pbarten@stfrancismn.org](mailto:pbarten@stfrancismn.org)  
(Herein after referred to as 'Client')

Yale Mechanical will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:

Location of Service:

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YALE - Minnesota  
220 W 81st St  
Minneapolis, MN 55410

St Francis Fire and City Hall  
3750 Bridge St NW  
St Francis, Minnesota 55070

# Scope of Services

## Planned Maintenance

Yale Mechanical has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, Yale Mechanical has customized the following services to meet your objectives:

## Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

### 1. Visual Inspections

Yale Mechanical shall provide a visual inspection of the systems and components included in the Agreement.

### 2. Physical Tests

Yale Mechanical shall provide a physical check and/or test the system(s) and components included in the Agreement. The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City of St Francis and Yale Mechanical.

## Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

### 3. Preventative Maintenance

Yale Mechanical shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

### 4. Predictive Maintenance

Yale Mechanical shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

### 5. Air Filter Services

Yale Mechanical shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

## Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
CITY HALL (NEW) - RTU #1 - 7.5 TON	3	FILTER/ BELT SUPPLIED BY CUSTOMER	CARRIER	48LCSB08B3A6-1N4C0	
CITY HALL (NEW) - RTU #2 - 10 TON	4	FILTER/ BELT SUPPLIED BY CUSTOMER	CARRIER	48LCSB12B3A6-1N4C0	
CITY HALL (NEW) - GAS-FIRED BOILER #1 - 3	3		RIELLO	CONDEXA PRO 117 NA	
CITY HALL (NEW) - RTU #3 - 6 TON	1	FILTER/ BELT SUPPLIED BY CUSTOMER	CARRIER	48LCSB07B3A6-1N4C0	
CITY HALL (NEW) - UNIT HEATER #1 - 8	8				
CITY HALL (NEW) - AIR COOLED CONDENSER #1 - 4	4				
CITY HALL (NEW) - CIRC PUMPS #1 - 12	12				
CITY HALL (NEW) - VAV BOX	37				
LIQUOR STORE - SPLIT SYSTEM #1 - 2	2				
LIQUOR STORE - WALK-IN COOLER #1 - 3	3				
WARMING SHACK - SPLIT SYSTEM #1	1				
WASTEWATER - BOILER #1 - 4	4				
WASTEWATER - MAKE-UP AIR #1 - 6	6				
WASTEWATER - CONDENSING UNIT #1 - 4	4				
WASTEWATER - MINI SPLIT #1 - 2	2				
WASTEWATER - RADIANT HEATER #1	1				
WASTEWATER - UNIT HEATER #1 - 4	4				
WASTEWATER - HEAT PUMPS #1 - 2	2				
WATER DEPT - DEHUMIDIFICATION #1 - 10	10				
WATER DEPT - UNIT HEATER #1 - 10	10				
WATER DEPT - SPLIT SYSTEM #1	1				
WATER DEPT - MINI SPLIT #1 - 2	2				
WATER DEPT - MAKE-UP AIR #1	1				

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
WATER DEPT - MUA CONDENSER #1	1				
PW/PD - BOILER #1 - 2	2				
PW/PD - UNIT HEATER #1 - 2	2				
PW/PD - RADIANT HEATER #1 - 11	11				
PW/PD - MAKE-UP AIR #1	1				
PW/PD - AHU #1 - 4	4				
PW/PD - EXHAUST FAN #1 - 11	11				
COIL CLEANING	1				

## Service Frequency

### Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
CITY HALL (NEW) - RTU #1 - 7.5 TON	2	2
CITY HALL (NEW) - RTU #2 - 10 TON	2	2
CITY HALL (NEW) - GAS-FIRED BOILER #1 - 3	1	0
CITY HALL (NEW) - RTU #3 - 6 TON	2	2
CITY HALL (NEW) - UNIT HEATER #1 - 8	1	0
CITY HALL (NEW) - AIR COOLED CONDENSER #1 - 4	2	0
CITY HALL (NEW) - CIRC PUMPS #1 - 12	0	1
CITY HALL (NEW) - VAV BOX	1	0
LIQUOR STORE - SPLIT SYSTEM #1 - 2	2	2
LIQUOR STORE - WALK-IN COOLER #1 - 3	1	1
WARMING SHACK - SPLIT SYSTEM #1	2	2
WASTEWATER - BOILER #1 - 4	1	0
WASTEWATER - MAKE-UP AIR #1 - 6	2	0
WASTEWATER - CONDENSING UNIT #1 - 4	2	0
WASTEWATER - MINI SPLIT #1 - 2	2	0
WASTEWATER - RADIANT HEATER #1	1	
WASTEWATER - UNIT HEATER #1 - 4	1	

<b>EQUIPMENT</b>	<b>COMPREHENSIVE SERVICE</b>	<b>OPERATIONAL SERVICE</b>
WASTEWATER - HEAT PUMPS #1 - 2	0	1
WATER DEPT - DEHUMIDIFICATION #1 - 10	1	1
WATER DEPT - UNIT HEATER #1 - 10	1	
WATER DEPT - SPLIT SYSTEM #1	2	0
WATER DEPT - MINI SPLIT #1 - 2	2	0
WATER DEPT - MAKE-UP AIR #1	2	0
WATER DEPT - MUA CONDENSER #1	2	0
PW/PD - BOILER #1 - 2	1	0
PW/PD - UNIT HEATER #1 - 2	1	
PW/PD - RADIANT HEATER #1 - 11	1	
PW/PD - MAKE-UP AIR #1	2	0
PW/PD - AHU #1 - 4	2	2
PW/PD - EXHAUST FAN #1 - 11	0	1
COIL CLEANING	0	1

## Special Provisions

- \*BELTS AND FILTERS SUPPLIED BY CUSTOMER
- \*YALE MECHANICAL WILL CHANGE FILTERS QUARTERLY AND BELTS ANNUALLY
- \*COIL CLEANING COMPLETED DURING SUMMER
- \*LIFT SUPPLIED BY CUSTOMER



# Maintenance Service Checklist

## Typical Tasks include

### **Rooftop Unit**

#### **Operational Maintenance**

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Check motors for excessive heat or vibration or any signs of oil.
5. Check air filters, replace as required.
6. Confirm proper condensate flow.
7. Check belts and adjust as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

#### **Comprehensive Maintenance**

1. Perform all tasks listed in the Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check and tighten all electrical connections.
4. Clean condensate pan.
5. Inspect fan and motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Tighten set screws on fan assembly locking collars.
8. Inspect evaporator coils for debris, clean as required.
9. Verify proper system pressure, temperatures and refrigerant charge.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

### **Boiler**

#### **Operational Maintenance**

1. Inspect operation of system components as required.
2. Inspect safety and operation controls as required.
3. Lubricate all moving parts as needed.
4. Inspect all linkages as required.
5. Make a visual analysis of burner operation.
6. Record and file all pressures and temperatures as well as general condition of equipment for future reference.
7. Observe overall condition and report any deficiencies that are discovered.

#### **Comprehensive Maintenance**

1. Perform all tasks listed in the Operational inspection.
2. Inspect condition of the refractory and report all needed repairs for approval.
3. Check tube bundle for carbon and water leaks.
4. Inspect boiler fireside surfaces to assure no leaks are present.
5. Install all boiler casing, panels and properly secure.
6. Perform combustion analysis.
7. Place the burner back into service for a normal operation and performance.
8. Check the gas train for leaks.

9. When normal operating pressure has been attained, test the following safety devices to ensure proper operation:
10. Low Water Cutoff
11. High Limit & Operating Controls
12. Modulating Controls
13. Observe overall condition and report any deficiencies that are discovered.

## **Unit Heater**

### **Comprehensive Maintenance**

1. Inspect & check fan, clean as required.
2. Lubricate fan.
3. Check bearing for excessive wear.
4. Check belt & pulleys.
5. Replace belts as necessary.
6. Check thermostat operation.
7. Adjust thermostat as required.
8. Verify operation.
9. Check integrity of heat exchanger.
10. Check start & test operation.
11. Inspect draft fan.
12. Lubricate draft fan.
13. Clean draft fan as necessary.
14. Inspect motor for corrosion and wear.
15. Check housing clearance.
16. Check alignment, balance and security to shaft.
17. Inspect and replace filters if applicable.

## **Split System**

### **Operational Maintenance**

1. Check air filters, change as required.
2. Inspect evaporator and condenser coils for obstruction and dirt.
3. Confirm proper condensate flow.
4. Lubricate fan bearings.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Check thermal expansion valve sensing bulb for proper security and insulation.
8. Check electrical connections for any signs of wear or overheating.
9. Verify proper system pressures and temperatures.
10. Observe overall condition and report any deficiencies that are discovered.

### **Comprehensive Maintenance**

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean condenser coil with condenser coil cleaner as required.
5. Inspect evaporator coil and clean as required.
6. Inspect fan and motor operation.
7. Check compressor operation and amperage draw.
8. Tighten all electrical connections.
9. Check thermal expansion valve for proper superheat and subcooling.

10. Observe overall condition and report any deficiencies that are discovered.

## **Pump**

### **Operational Maintenance**

1. Verify pumps are operating properly.
2. Verify proper pump rotation.
3. Inspect seals for any signs of leakage.
4. Verify pumps are securely mounted.
5. Verify there is no abnormal noise during pump operation.
6. Check pump bearings and fittings for proper lubrication. Lubricate as necessary.
7. Check temperature and pressures on pump gauges and record readings.
8. Check expansion tank for proper operating level, verify operating pressures.
9. Inspect the starter contacts and wiring for any signs of wear or overheating.
10. Verify Variable Frequency Drives are operating properly and set points are set per manufacturer's recommendations (if applicable).
11. Observe overall condition and report any deficiencies that are discovered.

### **Comprehensive Maintenance**

1. All steps performed in Operational inspection.
2. Test changeover operation of pump package (if applicable).
3. Check for proper voltage and amperage draw on pump motors.
4. Check electrical connections (tighten as necessary), contacts and fuses.
5. Clean VFD interior and change filters (if necessary).
6. Observe overall condition and report any deficiencies that are discovered.

## **VAV**

### **Operational Maintenance**

1. Check and confirm proper operation of VAV box.
2. Inspect and lubricate bearings and actuators, as needed.
3. Check condition of electrical hardware and connections, tighten as necessary.
4. Observe overall condition and report any deficiencies that are discovered.

### **Comprehensive Maintenance**

1. Perform all items listed in Operational inspections.
2. Vacuum loose debris from the VAV box and reheat coil.
3. Check all panels and confirm they are properly fastened.
4. Clean and dust-off exterior of VAV box.
5. Observe overall condition and report any deficiencies that are discovered.

## **Make-Up Air Units**

### **Operational Maintenance**

1. Lubricate fan bearings.
2. Check air filters, replace as required.

3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Confirm proper condensate flow.
5. Check belts and adjust as required.
6. Check operation controls and safety controls.
7. Verify proper system pressures and temperatures.
8. Observe overall condition and report any deficiencies that are discovered.
9. Inspect energy recovery wheel.
10. Inspect desiccant wheel.

### **Comprehensive Maintenance**

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean evaporator coil as required.
5. Clean condenser coil as required.
6. Inspect fan and motor operation.
7. Tighten electrical connections.
8. Inspect starter contactors and connections.
9. If the unit has a VFD we will inspect all connections.
10. Check programming.
11. Check all internal parts for wear.
12. Observe overall condition and report any deficiencies that are discovered.
13. Clean energy recovery wheel if applicable.
14. Clean desiccant wheel if applicable.

### **Air Handling Unit**

#### **Operational Maintenance**

1. Lubricate fan bearings.
2. Check air filters, replace as required.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Confirm proper condensate flow.
5. Check belts and adjust/replace as required.
6. Check operation controls and safety controls.
7. Observe overall condition and report any deficiencies that are discovered.

#### **Comprehensive Maintenance**

1. Perform all items listed in Operational inspections.
2. Tighten set screws on fan assembly locking collars.
3. Clean condensate pan.
4. Clean evaporator coils as required.
5. Inspect fan and motor operation.
6. Tighten electrical connections.
7. Inspect starter contactors and connections.
8. If the unit has a VFD we will inspect all connections.
9. Observe overall condition and report any deficiencies that are discovered.

### **Exhaust Fan**

#### **Comprehensive Maintenance**

1. Check fans for unusual noise and vibration.
2. Examine belts for wear and alignment, change as required.
3. Check condition of blower wheels.
4. Inspect and lubricate bearings as needed.
5. Check condition of electrical hardware and connections.
6. Check motors starter and wiring for discoloration or indications of heat.
7. Observe overall condition and report any deficiencies that are discovered.

## Terms and Conditions

### 1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

### 2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

### 3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

### 4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than fifteen (15) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such fifteen

(15) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.

5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.
14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK

PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

**(a)** NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

**(b)** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.



## Authorization

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

During the term of this Agreement and for a period of three years following its termination or expiration, the Customer agrees to hold confidential and not disclose to any third party all materials, manuals, proposal documents, service plans, and agreements that Yale provides or makes available to Customer.

This Agreement shall become effective on **January 1, 2025** and will be automatically renewed on a year-to-year basis after the original term ends unless Customer or Yale gives the other written notice not to renew, or unless the contract is tied to a fixed term purchase order that has expired. Notice not to renew must be delivered at least 30 days prior to the end of the Agreement term. Renewal price adjustments are specified in Terms and Conditions.

Estimated annual agreement price is **USD 20,761.27** to be invoiced as completed per inspection.

**Offered By:**  
YALE - Minnesota

Josh Little  
Business Development Manager

**Approved for Company by:**

Date

Please sign and email to Josh Little at [jlittle@yalemech.com](mailto:jlittle@yalemech.com).

**Approved For:**  
City of St Francis

Print Name

Signature

Title

Date

THANK YOU FOR YOUR BUSINESS!



# City of St. Francis

## *Mechanical Investment Service Proposal*

**Date:**  
8/8/2024

**Proposal Number:**  
P02127

**Prepared for:**  
City of St. Francis  
4058 Saint Francis Boulevard Northwest  
Saint Francis, Minnesota 55070

**Prepared by:**  
Tiffany Jahangiri  
612-505-9616  
tjahangiri@harriscompany.com



Remarkable People. Remarkable Results.



## ***Preface- Executive Summary***

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4058 Saint Francis Boulevard Northwest  
Saint Francis, Minnesota 55070

Thank you for taking the time to meet with Harris and giving us the opportunity to provide this proposal for mechanical systems services.

Harris, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's HVAC (environmental) condition. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your facility HVAC systems.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,  
Harris

Tiffany Jahangiri

Commercial Services

## ***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 manufacturers' 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, doubtful or broken parts.



### *Our Service*

- Operational inspection of all equipment
- Testing of system components
- Identification of worn, doubtful or broken parts
- Professional recommendations for additional maintenance and components and parts replacement

### *Your Benefits*

- Professionally serviced by highly skilled and trained technicians
- Reduced Breakdowns
- Reduced business interruptions
- Reduced operating cost
- Peace of mind

## ***PROFESSIONAL PREVENTIVE 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.



### *Our Service*

- Results oriented level of preventive maintenance
- Refrigeration cycle peak efficiency calibration
- Cleaning, adjustment, lubrication and calibration of all equipment
- Temperature control service
- Operational analysis of the system
- Cleaning of equipment
- Predictive belt replacement

### *Your Benefits*

- Extended system component life reduces operating costs
- Extended asset life reduces overall ownership costs
- Optimum energy consumption reduces operating and production costs
- Reduced system downtime increases productivity
- Maintaining equipment protects the value of your system
- Peace of mind

**MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS**

**Company**  
 Harris St. Paul, Inc.  
 909 Montreal Circle  
 St. Paul, MN 55102

Ph: 612-505-9616      Fax: 651-602-6699

Proposal Date: 8/8/2024  
 Proposal Number: P02127  
 Agreement Number:

<b>Bill To Identity</b>	<b>Agreement Location</b>
City of St. Francis 4058 Saint Francis Boulevard Northwest Saint Francis, Minnesota 55070	City of St. Francis 4058 Saint Francis Boulevard Northwest Saint Francis, Minnesota 55070

Harris St. Paul, Inc. will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Silver    **SCHEDULES:** Preventative Maintenance

Agreement coverage will commence on 1/1/2025.

The Agreement price is \$20,424.00 per year, payable in advanced installments of \$10,212.00 per Semi-annual beginning on the effective date of 1/1/2025 through 12/31/2025.

This Agreement is the property of Harris St. Paul, Inc. and is provided for Customer's use only. Harris St. Paul, Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. 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.

**Company**  
  
 \_\_\_\_\_  
 Signature Sales Consultant  
 Tiffany Jahangiri, Senior Solutions Consultant  
 \_\_\_\_\_  
 Name & Title  
 August 8, 2024  
 \_\_\_\_\_  
 Date

**Customer**  
 \_\_\_\_\_  
 Signature (Authorized Representative)  
 \_\_\_\_\_  
 Name & Title  
 \_\_\_\_\_  
 Date

## Silver Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. 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 ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON INVENTORY OF EQUIPMENT:**

**TEST AND INSPECT:** On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

\***TESTING:** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

\***INSPECTING:** for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

\***CLEANING:** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

\***ALIGNING:** belt drives; drive couplings; etc.

\***CALIBRATING:** safety controls; temperature and pressure controls, etc.

\***TIGHTENING:** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

\***ADJUSTING:** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

\***LUBRICATING:** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

## Silver 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, 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.
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 thirty (30) days or more 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. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork.
8. 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.
9. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, loss of refrigerant, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.



12. 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 on this Agreement.
13. In the event Service Provider must commence legal action in order to recover any amount payable or owed to Service Provider under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
14. 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.
15. 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.
16. Customer shall make available to Service Provider's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. 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.
18. 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.
19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agent 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.
20. 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.

## Inventory of Equipment

Public Works/Police							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	Boilers	Viessman Vitodens	Ser. 8094				
4	MUA						
2	RTU	Aaon					
2	Unit Heaters						
11	Radiant Heat						
11	Exhaust Fans						
City Hall							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
12	Pumps	Xylem	Ecocirc XI 45-375		0.25 HP		
8	UHTR 001 - 008	Reznor	UEZ-85		1		
8	PKG 001 - 008	CARRIER	48LCSB08B3A6-1N4C0		7.5 Ton		
4	SPLT SYSTEMS	LG	LSU181HSV5		1.5 Ton		
3	BLR 001-003	Riello	CONDEXA PRO 117 NA		0.05 HP		
5	Exhaust Fans						
City Hall -Old							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Gas Furnace 001	Payne	PG9MAB036060 AA52	4505A024696			
1	Gas Furnace 002	Payne	PGPMAB0360	38058303754			
Warming House							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	UHTR 001	Bryant	PA105A036-A	2101E08016	1		
1	Furnace 001	Bryant	Plus-80				
Liquor Store							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	Forced Air 001 - 002	Bryant					
3	Evap/Cond 001 - 003						
Water Treatment							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	ForcedAir/Cond 001	Bryant		210A04895			
10	Dehumidifier 001 - 010						
1	SPLT 001	Bryant		2108A04895		HSP Room	
2	Mini Split 001 - 002						
8	UHTR 001 - 008	Reznor			1		
1	OA - SW	Bryant	123RAA036-C	320BE05210			
1	OA - Middle	Currier	58MAQB18R-3	2216U16317			
1	MAU - SE	Bryant	569DBX120000 AA	420SC50085			
1	UHTR 001	Reznor	UDAS-45	SBHE79Y2N49910 X		Tool Room	

1	UHTR 002	Reznor	UDAS-45	SBHE79Y2N4936 0X		Pipe Gallery	
1	UHTR 003	Reznor	UDAS-46	SBHE79Y2N4935 9X		Upstaris behind blower	
1	UHTR 004	Reznor	UDAS-45	SBHE79Y2N4990 9X		Upstairs by Compressor	
1	UHTR 005	Reznor	UDAS-30	SBHE79Y2N45879 X		Aerator Room	
1	UHTR 006	Reznor	UDAS-30	SBHE79Y2N4990 5X		Gerage	
1	UHTR 007	Reznor	UDAS-30	SBHE79Y2N4990 4X		Gen Room	
1	UHTR 008	Reznor	UDAS-45	SBHE79Y2N49911 X		E Side of Walkway, between Filters & Detention Tank	
1	UHTR 009	Reznor	UDAS-45	SBHE79Y2N49361 X			
1	Corrosion Resistant Heater 001	Marley Engineered Products	W500483CTLS	692566-1		Floride Rm	
1	Misc Heater 001	Marley Engineered Products	W500483CTLSD	443642-1		Chlorine Rm	

### Water Treatment - 2

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
2	BLR 001 - 002		60				Operation s Bldg.
2	MAU 001 - 002	Titian Air	TAH-ID-0800 HRH			Operations Bldg.	
1	MAU 003	Reznor	RDH-100			Operations Bldg.	
1	MAU 004	Reznor	SDH-100			Operations Bldg.	
1	UHTR 001 - 002	Reznor	UDAS-75		1	Operations Bldg.	
1	Air Cooled Cond. Unit 001	Carrier	38HDR024			Operations Bldg.	
1	Air Cooled Cond. Unit 002	Trane	4TTR5030E1			Operations Bldg.	
1	Air Cooled Cond. Unit 003	Trane	4TTR5060E1				Operation s Bldg. Operation s Bldg.
1	SPLT 001	Carrier	40QACO24				Operation s Bldg. Operation s Bldg.
1	MAU 005	Titian Air	TAH-ID-0800 HRH			Pretreatment Bldg.	
3	UHTR 001 - 003	Reznor	UDAS-30		1		Pretreatm ent Bldg.
4	Elctric Htr. 001 - 004					Pretreatment Bldg.	
1	BLR 003 - 004		60			Tertiary Bldg.	
1	MAU 005	Titian Air	RAH-ID0400 HRH			Tertiary Bldg.	
1	Air Cooled Cond. Unit 004	Carrier	38HDR060			Tertiary Bldg.	
1	SPLT 02	Carrier	40QAC060				