

June 24, 2025

City of St. Francis 4058 St. Francis Blvd NW St. Francis, MN 55070

Subject: 2-Ton Mini Split

Site: 4058 St. Francis Blvd NW, St. Francis, MN 55070

Yale Project Number: 410969

## Dear Parish:

Yale Mechanical is pleased to present for your consideration our budget to add one (1) 2-ton mini split redundant unit.

Work included as part of this budget is as follows:

- 1. Provide and install one (1) 2-ton low ambient mini split unit. Install condensing unit on exterior wall next to existing condensing unit.
- 2. Reconnect to existing electrical.
- 3. Start up.
- 4. Tools, rentals, trucks, and supervision.

For the work described above, we suggest a budget for the sum of NINETEEN THOUSAND SEVEN HUNDRED DOLLARS (\$19,700).

Work not included as part of this budget is as follows:

- 1. Sales tax on labor and subcontractors, if applicable.
- 2. Roofing.
- 3. Overtime labor.
- 4. Dumpster/disposal.
- 5. General construction.

## Market Volatility Rider

Notwithstanding any provision(s) of this budget, if as a direct or indirect result of any market issue, economy supply chain, tariffs, epidemic, labor disputes, or mandated surcharges, Yale Mechanical's work is delayed, disrupted, suspended, or otherwise impacted by, among other things, (i) disruptions to material and/or equipment supply; (ii) unavailability of labor; (iii) government closures, or other mandates, restrictions and/or directives; (iv) Owner or Contractor restrictions and/or directives; (v) fulfillment of Yale Mechanical's contractual, union disagreements, legal, health, and/or safety obligations associated with the Market. Yale Mechanical shall be entitled to an equitable adjustment to the duration of time to complete the work described herein to account for such disruptions, suspensions, and impacts. Under such circumstances, Yale Mechanical shall not be liable for any liquidated, compensatory, consequential, special and/or indirect damages incurred by the Owner or Contractor resulting from such delays.



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Owner and Yale Mechanical recognize that the current commodity market and construction industry supply chain has caused destabilization in the price and availability of components, equipment, and materials throughout the construction industry. The parties agree that in instances where component, equipment or material costs for the work increase in an amount greater than three percent (3%) from the date of this budget until acceptance, or between acceptance and purchase of the components, equipment or materials, or a delay of more than five (5) days is caused by the unavailability of components, equipment or materials incorporated into the work, then Yale Mechanical shall be entitled an equitable adjustment to either the price, contract time, or both. The adjustment shall be by way of a Change Order to the budget.

## PAYMENT TERMS AND CONDITIONS

This language shall take precedence over any conflicting language in the Contract Documents. This budget is firm for thirty (30) days. If an extension is required, it must be obtained in writing.

Payment shall be made by the tenth (10th) of the month on all invoices issued by the first (1st) of the month for all material and equipment installed or on hand and all labor performed. Regarding payment, a down payment amount of up to fifty percent (50%) is required prior to commencement. The progress payment for the remainder of the balance is to be made along the project installation period, along with a final payment of five percent (5%) or less of the project contract which is required within (30) days after substantial completion of the work.

This budget in design and detail is Yale Mechanical property and must not be used except in connection with our work. All rights of design and detail are reserved.

Thank you for the opportunity of allowing us to present this budget to you. Should you have any questions regarding this matter, please do not hesitate to contact us as we hope to be of further service to you on this project.

Sincerely,	City of St. Francis
Chad Anderson	ACCEPTED BY:
Chad Anderson	PRINT NAME:
Project Manager <u>canderson@yalemech.com</u> 952-999-0327	PRINT TITLE:
	DATE:
/ma	PO: