

TO: Mayor and City Council
FROM: Jed Petersen, Public Works Director
SUBJECT: City Hall A/C
MEETING DATE: Thursday, September 19, 2023

BACKGROUND

The condenser and coil unit for city hall's air conditioning has a small leak and slowly losing the R22 refrigerant.

Harris quoted \$51,818.00 to replace just the condenser coil, and \$87,973.00 to replace the entire outside unit and upgrade it to use R410A.

RiverCity Refrigeration quoted \$9,250.00 to reclaim the existing refrigerant, repair the leak, and put the refrigerant back or replace it with NU-22B (R-22 Replacement)

MMC quoted \$12,110.00 to reclaim the existing refrigerant and repair the leak.

REQUESTED COMMISSION ACTION

Motion and approval to move forward with the quote from RiverCity Refrigeration not to exceed \$9250.00 to repair the leak.



Proposed Project Agreement

Date:

8/16/2023

Proposal Number:

P24955

Prepared for:

City of Cannon Falls- Public Works
918 River Road
Cannon Falls, Minnesota 55009

Prepared by:

Austin Mingus

amingus@harriscompany.com



PROJECT PROPOSAL

Prepared By:
Harris
1400 7th St NW
Rochester, MN 55901

Proposal Date: 8/16/2023
Proposal Number: P24955

Ph:

Prepared For:
City of Cannon Falls- Public Works
918 River Road
Cannon Falls, Minnesota 55009

Agreement Location
City of Cannon Falls- Public Works
918 River Road
Cannon Falls, Minnesota 55009

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PROPOSAL INCLUDES:

1. Recover and dispose of refrigerant per EPA guidelines
2. Demo and dispose of existing DX coils and condenser
3. Provide and install 50-ton condensing unit; *13-15 WEEK LEAD TIME*
4. Provide and install R410A DX coil
5. Lull rental to demo and set condenser
6. Virgin refrigerant included
7. Exclude electrical work
8. Labor, taxes, and permits

OUR PRICE FOR THIS PROPOSAL IS\$87,973.00

ALTERNATE PRICING TO REPLACE CONDENSER COILS ON ONE CIRCUIT.....\$51,818.00

WARRANTY: Our warranty on work performed is one (1) year parts and (6) months labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

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.

Contractor

Customer

Signature (Authorized Representative)

Signature (Authorized Representative)

Austin Mingus

Name (Print/ Type)

Name (Print/ Type)

Phone
8/16/2023

Date

Title

Date PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor 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 without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. 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-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, 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 Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's 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. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

11. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

12. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

13. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

14. If paying with credit card a 3% surcharge will be added to total project price.

Rivercity Refrigeration Inc.

16512 Cabot Avenue
Faribault, MN 55021
(507) 838-5742
rivercityjim9@gmail.com

Estimate

ESTIMATE#	1082
DATE	08/17/2023
PO#	

CUSTOMER
CITY OF CANNON FALLS 918 RIVER ROAD CANNON FALLS MN 55009 (801) 792-7039

SERVICE LOCATION
CITY OF CANNON FALLS 918 RIVER ROAD CANNON FALLS MN 55009 (801) 792-7039

DESCRIPTION	CITY HALL 50 TON CONDENSER
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Estimate			
Description	Qty	Rate	Total
PROPOSAL -RECLAIM EXISTING REFRIGERANT IN CIRCUIT TWO -REPAIR LEAK ON CONDENSER -REPLACE LIQUID AND SUCTION LINE CANISTER FILTERS -EVACUATE SYSTEM -CHARGE WITH 90LBS NU-22B (R-22 REPLACEMENT) -VERIFY PROPER OPERATION	1.00	9,250.00	9,250.00
**PRICE IS NOT TO EXCEED WITH POSSIBILITY OF COMING IN UNDER DEPENDING ON FINAL AMOUNT OF LABOR AND REFRIGERANT USED			

CUSTOMER MESSAGE

Estimate Total: \$9,250.00



Service Proposal Quote

City of Cannon Falls
918 River Road
Cannon Falls, MN 55009
Attn: Jed Petersen

Quote number: 23-1294-SP-01
Quote date: 09/12/2023
Prepared by: Joe Kelly

We propose the following:

- MMC proposes to furnish and install the scope of work located at City of Cannon Falls
- MMC will identify the location of the leak and look for any other leaks that may be in the system
- MMC will recover the refrigerant that remains in the circuit
- MMC will replace the liquid line filter dryer
- MMC will repair the leak and charge the system with nitrogen and leave overnight to verify the system is sealed
- MMC will pull a vacuum on the refrigerant circuit
- MMC will use recovered refrigerant and new refrigerant to charge system
- MMC will perform start up and check out to ensure system is working correctly.

Included in this proposal:

- Labor to complete job \$3,915.00
- Material and tools to complete job \$500.00
- Truck charges \$225.00
- **R22 Refrigerant \$83.00 per pound x 90 lbs - \$7,470 (NTE \$7,470.00 - MMC will only bill for the amount used)**

Items not included in this proposal are as follows (Unless noted above):

- Anything outside the scope that needs to be repaired will be additional
- Overtime Labor
- **Additional leaks** - Once the leak is repaired, we will charge the system with nitrogen, leak check the repair we made, and leave nitrogen in the system overnight. If we arrive in the morning to complete the job and find that the system did not hold the nitrogen charge because of additional leaks, further leak repairs on this system will be discussed with customer and will need to be repaired on a separate billable work order.
- Lifts
- Electrical
- Drywall
- Insulation
- Controls
- Sprinkler
- Engineering

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of.

TOTAL: Twelve Thousand One Hundred Ten Dollars (\$12,110.00) NOT TO EXCEED



This quote is valid for 30 days from the above date. Signature below represents acceptance of this quote and the terms and conditions contained herein. Please return signed quote to: joe.kelly@metromech.us or fax .

Signed: _____ Date: _____

Name printed: _____



Terms and Conditions

1. In case of failure to perform its obligations under this Agreement, Provider's liability is limited to repair or replacement, at its option, and such repair or replacement shall be Customer's sole remedy.
2. Customer shall permit Provider free, safe and timely access to areas and equipment, and allow Provider to start and stop the equipment as necessary to perform required services. Customer agrees to keep areas adjacent to equipment covered under this Agreement free of potential obstructions to the Provider and, if necessary, to remove materials, fixtures, walls or partitions at the specific request of Provider. All planned work under this Agreement will be performed during Provider's normal working hours.
3. The Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal startup indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, 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 terminate this Agreement.
4. The Agreement price is subject to adjustment by Provider 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. Provider may apply a finance charge and late fee if the Customer is more than five (5) days delinquent with any payment owed Provider. Should a payment become sixty (60) days or more delinquent, Provider may stop all work under this Agreement without notice and/or terminate this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Provider excludes from this Agreement, and Customer agrees to hold Provider harmless from responsibility for: (a) services required as a result of negligence, abuse, accident, alteration, misuse, vandalism, malicious mischief, freezing weather or improper equipment operation by the Customer or a third party, (b) repair or replacement of structural or non-moving parts and components, including, but not limited to, equipment cabinets, casings, boiler refractory, boiler tubes, chimneys, breechings, burners, coils, piping, heat exchanges, pressure vessels, refrigeration evaporators and condensers, fan housings, ductwork, insulation, electrical circuit panels and electrical power wiring, (c) repair or replacement of water, steam, gas, plumbing, electrical and air lines, (d) disposal or reclamation of refrigerants and waste oil, (e) identification, abatement, encapsulation, removal or disposal of any hazardous materials, including those containing asbestos, (f) services required to improve or correct the design of equipment covered by this Agreement, (g) services required or recommended by an insurer, government agency, union, consultant, equipment vendor, manufacturer or other third party, (h) alterations or replacement of equipment covered by this Agreement for any reason, including, but not limited to, general obsolescence and failure of a major component or desire of the Customer to upgrade technology, (i) the requirement to move, replace or alter any part of the building structure and (j) safety testing, water/air balancing, indoor air quality, removal and reinstallation of valve bodies and dampers, electric power failure, low voltage, burned out main and branch fuses, low water pressure, water treatment provided by others, water condition and causes beyond the control of Provider.
8. Services provided under this Agreement involving extra work (materials or labor) will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Provider's Preferred Customer Rates then in effect) over the sum stated in this Agreement. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Provider may charge Customer at the rate then in effect for such services.
9. Customer shall permit only Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Provider's personnel perform such work, Provider may, at its option, cancel this Agreement, eliminate the involved item of equipment from inclusion on this Agreement, or charge Customer for the related service work.
10. In the event Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Provider all court costs and attorneys' fees incurred by Provider.
11. Any legal action relating to this Agreement, or the breach thereof, initiated by Customer shall commence within one (1) year from the date of this work.
12. Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delays of carriers, strikes, including those by Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. Customer shall make available to Provider's personnel all pertinent Material Safety Data Sheets pursuant to OSHA's Hazard Communication Standard Regulations.
14. Customer warrants, to the best of its knowledge, that no hazardous materials, including those containing asbestos, are present at its facilities which will affect the ability of the Provider to perform services in a safe manner. Provider may suspend its work in the event real or suspected hazardous materials are encountered and agrees to resume services, unless the Agreement has expired or been terminated, at such time as the Customer has assessed the situation, implemented and completed the necessary corrective action in full compliance with applicable laws and regulations, and furnishes the Provider with a certification in writing specifying the corrective action. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.



15. To the fullest extent permitted by law, Customer shall indemnify, hold harmless and upon request, defend Provider, its officers, directors, agents and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act, error or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts, errors or omissions Customer may be liable, regardless of whether it is caused in part by the negligence of Provider.
16. **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL PROVIDER BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.**

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