



# PROPOSAL

11611 BUSINESS PARK BLVD N  
CHAMPLIN, MN 55316  
P: 763.595.4300  
F: 763.595.4346

<b>Company</b>	<b>Attention</b>
City of Blaine	Amy Hanson
<b>Street Address</b>	<b>Project Name</b>
10801 Town square Dr. NE	HVAC Upgrades including electrical
<b>City, State, Zip</b>	<b>Project Location</b>
Blaine, MN 55449	Water treatment plant 1

## Description of Work

Egan appreciates the opportunity to provide you with this proposal to

### Scope:

- Demo and remove all unit heaters as identified in engineered drawings for water treatment plant 1.
- Furnish and install a total of 6 total new Reznor unit heater as identified in specs
- All new Aluminum venting from unit heater to the B vent stack that penetrates roof(field verify the integrity of the remaining venting while onsite, and notify customer of any concerns)
- Furnish and install new exhaust fan (EF-1) and all associated ductwork as identified on engineered drawings. Install electrical for fan to interlock with EDH-1
- Furnish and install EDH 1-3 and install all associated ductwork, louvers, backdraft dampers and duct heaters which includes saw cutting, roofing, and roof mounted goosenecks(where applicable). All and any penetrations relating to this work to be sealed weather tight. Install electrical for intake air to run and circulate continuous
- Replace any roof mounted exhaust fans as identified in plans, reusing existing curbs, provide curb adapter if applicable and reconnect existing electrical
- Furnish and install manual volume damper in return air ductwork of the rooftop units that serve WTP#1 and(field verify size)
- Provide air balancing to specific areas identified in engineered drawings
- Provide all new disconnects and breakers identified in specs as related to the project
- Egan temperature controls technician to provide HVAC interlock, damper actuators and control circuitry
- Add time clocks to exiting ventilation system controls sequence in WTP#1- in chlorine room/chemical room.
- Ventilation system to either operate when lights come on, or when controlled by time clock sequence(Work with customer, so everyone has a full understanding of the controls sequence)
- Provide scissor lifts to complete all mechanical/electrical, and temperature controls work as related to these projects
- Coordinate all work with customer. Provide necessary deliveries and equipment removal on an as needed basis
- Upon completion, test and verify equipment operation
- Discuss safety concerns or hazards, and schedule a pre project kick-off meeting to address any concerns or expectations
- File mechanical and electrical permits with the city of Blaine(City has mentioned that they will reimburse these permit costs to the installing contractor)

**Total price for water treatment plant 1 HVAC upgrades including electrical and controls : \$64,380.00**

### Items Not Included

- |                             |                      |                       |
|-----------------------------|----------------------|-----------------------|
| • General Construction Work | • Asbestos abatement | • Moving obstructions |
| • Overtime Labor            | • Patching/Painting  |                       |



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<b>Price</b>	
<b>See Above</b>	<b>See Above</b>
<b>Payment Terms and Conditions</b>	
Payment terms are net 30 days from date of invoice. Customer is responsible for all applicable taxes. This proposal may be withdrawn if not accepted within 30 days. Accepted proposal subject to approval by Seller's Credit Department. All agreements are contingent upon strikes, fire, flood, accidents or delays caused by circumstances beyond our control. All work to be completed in a workmanlike manner according to standard practices.	

Submitted by: Brian Westrem, Account Manager  
763.732.7405 // brw@eganco.com

## Acceptance

Name Tom Ryan, Mayor

Signature \_\_\_\_\_

Date of Acceptance August 5, 2019

Name Joe Huss, Acting City Manager

Signature \_\_\_\_\_

Date of Acceptance August 5, 2019



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## PROPOSAL TERMS AND CONDITIONS

### *WORK PERFORMED*

This agreement is for Work performed on this Proposal only. Any additional work beyond the scope of this proposal will be additional cost to the Customer.

### *TERMS*

Terms are Net 30 upon receipt of invoice. In the event Contractor must commence legal action in order to recover any amount payable under this Proposal, Customer shall pay Contractor all costs and attorney's fees incurred by Contractor.

### *ACCEPTANCE*

The acceptance of this Proposal is expressly limited to the terms herein and any additional or different terms suggested by Customer are hereby rejected unless expressly agreed to in writing by Contractor.

### *ACCESS*

The Contractor will be permitted to enter the Customer's Property to perform the work. Unless specifically agreed to by the parties all labor will be provided Monday through Friday, excluding holidays, during normal working hours (typically 7:00am - 3:30pm). Reasonable means of access to the equipment being maintained shall be provided by Customer, and Contractor shall be permitted to start and stop all equipment necessary to perform the services.

### *INSURANCE*

Customer agrees to obtain and shall be solely responsible to maintain insurance for the Property, all contents therein, and/or operations performed within or around the Property where work will be performed.

### *CONTRACTOR OBLIGATION*

Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products 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.

### *SAFETY*

Contractor may stop work if hazardous material, asbestos, or any unsafe working situation is discovered, and may not continue to perform the work until the situation has been rectified to the Contractor's approval. Any additional costs to remedy these situations shall be the burden of the Customer. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Contractor, the Contractor's subcontractors, and agents and employees of any of them from and against claims, damages losses and expenses arising out of or resulting from performance of the Work if the asbestos product or hazardous substance presents the risk of bodily injury or death and has not been rendered harmless.

### *WARRANTY*

Unless specified otherwise, warranty on parts and materials provided is one year. No warranty is provided on labor or on parts or material not provided by the contractor.

### *CONTRACTOR LIABILITY*

The Contractor's potential liability arising out of its work must be limited. THEREFORE, THE LIABILITY, IF ANY, OF THE CONTRACTOR TO THE CUSTOMER AND/OR OTHER OCCUPANTS OR VISITORS OF THE PROPERTY ARISING OUT OF THE CONTRACTOR'S WORK, ACT OR OMISSION OR FAILURE TO ACT, OR ANY CLAIMED BREACH OF THIS PROPOSAL BY THE CONTRACTOR, SHALL IN NO EVENT EXCEED THE TOTAL FEE PAID BY THE CUSTOMER FOR THE SERVICES PERFORMED THAT GIVE RISE TO ANY SUCH LIABILITY.

### *HOLD HARMLESS*

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO 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 CONTRACTOR.

### *LOSS OF USE*

UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) EQUITY OR OTHERWISE, WILL CONTRACTOR BE LIABLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY ATTORNEY OR EXPERT WITNESS FEES.

### *DISPUTES*

This Proposal, and the relationship between the parties shall be governed by the laws of the State of Minnesota. Any dispute or claim between the parties may, at Contractor's sole discretion be resolved through final and binding arbitration in Minneapolis, Minnesota, unless otherwise agreed between the parties.