



**13205 16th Avenue North
Plymouth, MN 55441**

**Phone # (612) 559-5880
Fax #(612) 559-5925**

ENGINEERS - CONSULTANTS - CONTRACTORS

SERVING THE INDUSTRIAL REFRIGERATION INDUSTRY SINCE 1942

MONTHLY INSPECTION & PREVENTIVE MAINTENANCE AGREEMENT

AGREEMENT DATE: January 1, 2022 – December 31st, 2023

TO: Maple Grove Central Park Skate Loop

*JOB LOCATION: 12000 Central Park Way
Maple Grove, MN 55369*

QUOTATION NO.: 1121-4878-0

DATED: November 17, 2021

PROJECT: SERVICE AGREEMENT

Thank you for the opportunity to present our quotation to perform scheduled maintenance on the Central Park Skate Loop. The work will be done by one of our Pipefitters that has a High Pressure Piping license and hazardous materials certification qualifying them to work on ammonia systems.

Gartner Refrigeration will include the following:

- **August or September Maintenance**
 - Grease motors
 - Visual inspections
 - Grease pumps
 - Grease condenser bearings
 - Clean condenser spray nozzles
 - Clean condenser sump
 - Drain oil pots
 - Test calcium chloride for PH, solids, freeze point
 - Check expansion tank
 - Inspect dispersion tank, change water if needed
 - Test eye wash station

- **November start-up and inspection**
 - Test safety cut outs on three compressors
 - Low pressure cut out
 - High pressure cut out
 - Oil pressure cut out
 - Check for hot spots in starter panels
 - Calibration of ammonia detectors
 - Test emergency exhaust fan
 - Test emergency intake louver
 - Log compressor vitals
 - Log Heat exchanger vitals
 - Check compressor operation
 - Log vessel levels
 - Visual inspection for loose piping, anchors or irregularities
 - Inspect compressor solenoids
 - Inspect condenser operation
 - Check condenser fan and pump set points

- **January inspection**
 - Log compressor vitals
 - Add compressor oil if needed (five gallons of oil included)
 - Visual inspection
 - Log chiller temperatures
 - Log chiller pressures
 - Log receiver level

- Log chiller level
- Log temperatures
- **February inspection**
 - Log compressor vitals
 - Add compressor oil if needed
 - Visual inspection
 - Log chiller temperatures
 - Log chiller pressures
 - Log receiver level
 - Log chiller level
 - Log temperatures
- **March Shutdown**
 - Pump down and shut down system for summer storage

Items not included in above quote:

- Additional parts, labor or materials
- Overtime labor
- Grease for motors
- Compressor oil

I. GENERAL CONDITIONS

1. 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, GRC 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.
2. Maintenance Service: GRC shall provide during the period stated above (unless sooner terminated) maintenance service during regular working hours of regular working days (8:00 AM to 4:30 PM, Monday through Friday, inclusive - except National or Minnesota State legal holidays) unless otherwise specified.
3. Inspections and/or repairs requested by the customer prior to 2:00 PM of regular working days requiring same day service, for any reason will be provided as soon as possible, as part of the agreement, customer agrees to pay not less than three (3) hours per man responding to the call. Customer agrees to pay Gartner overtime for all work performed between 4:30 PM and Midnight on regular working days. Customer agrees to pay Gartner overtime for all work performed on Saturdays and emergency work on Sundays. All such additional charges shall be for not less than three (3) hours per man responding to the call. Customer further agrees, regardless of the time inspection and/or repairs requested, to pay Gartner premium time for all work performed between Midnight and 8:00 AM of regular working days, or between 4:00 PM and Midnight on regular Saturdays (non-holiday) or for scheduled Sunday work, or for work on National or Minnesota State legal holidays. All such additional charges shall be for not less than three (3) hours per man responding to the call.
4. Customer agrees to purchase refrigeration system parts and material for maintenance and repair from GRC. Competitive prices and prompt delivery will be provided by GRC. If customer purchases parts and material from other sources, then customer shall lose privilege of "special preferred customer service rates."
5. Any labor, parts or service, including any damage caused by fire, flood or water conditions not specifically covered by the agreement can be ordered in writing with purchase order by the customer and GRC shall supply the same "at preferred customer rate" or upon a mutually agreeable price.
6. If, before proceeding with work specified in this agreement, it shall be found necessary to move any materials or objects to make unit(s) or accessories available for work, or to pump water from pits, the customer agrees to pay GRC's prevailing preferred customer service rate for the time required to move such material or water.
7. If it shall be necessary to replace any part of the unit(s) because of normal usage and wear, other than the items herein specified, GRC shall notify the customer of such condition, and if authorized with purchase order GRC will make such replacement at preferred customer rates. Material and/or parts to be charged at preferred customer prices.
8. Customer agrees to:
 - A. Provide free access to premises and extend all possible facilities to contractor.
 - B. Keep the equipment rooms and space free of materials extraneous to said system and to move fixtures, partitions or product to facilitate the work called for hereunder.
 - C. Allow GRC to start and stop the equipment as necessary to perform required services.
 - D. Provide adequate electrical power of proper voltage, water and waste drain facilities at all times to the equipment.
 - E. Secure equipment under this agreement from acts of vandalism, malicious mischief, pilferage, theft, including acts of civil commotion and riots, whatsoever for any reason.
 - F. Provide free "on premises" parking for GRC service vehicle(s) in reasonable proximity to necessary work area, or, if not available, reimburse GRC for charges incurred in nearest available public parking garage or public parking lot, during the time work is being performed.
9. Delays of carriers, breakdown, war, embargoes, car shortages, strikes, lock outs, labor difficulties, explosions, lightening, fires, floods storms, accidents, acts, requests or regulations of any Governmental Agency, Acts of God, delays or failure of any source of supply upon which GRC is dependent or other causes beyond the reasonable control of either party shall absolve GRC under this agreement.
10. GRC will use its best efforts to render prompt and proper performance under this agreement, but shall not be liable for any special, indirect, proximate or consequential damage of any kind, including lost profits, product spoilage, whatsoever for any reason, except through proven negligence of GRC employees, or for any damage other than that specifically set forth in this agreement.
11. During the effective period of this agreement, if the customer procures service from any source other than GRC, GRC is not responsible for the soundness of that work, system operation, or the cost of any related repairs thereafter. Customer further shall restrain any unauthorized persons, from tampering with the equipment in any manner without specific consent of GRC and shall not hold GRC responsible for any malfunctioning of the equipment due to such tampering.
12. Customer shall permit only GRC's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than GRC's personnel perform such work, GRC may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion on this Agreement.
13. If GRC deems customer's credit to be unsatisfactory or in the event of non-payment for any reason on this agreement or related authorized additional work, GRC may automatically suspend service under this agreement or terminate this agreement with or without notice and responsibility of GRC shall cease. In so doing GRC will not be held liable for any damage, direct or consequently, resulting from its refusal to render the service enumerated herein.
14. GRC carries Workmen's Compensation, Public Liability, and Property Damage Insurance in reasonable limits, and agrees to provide an extract of said insurance upon request by the customer. If customer requires higher limits than normally carried by GRC, customer shall

request in writing such higher limits, and upon notification of additional charges, shall pay to GRC the cost of such additional charges for the higher limits requested.

15. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
16. Customer will promptly pay invoices within ten (10) days of receipt. should a payment become thirty (30) days or more delinquent, GRC 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.
17. Excluded from this Agreement, unless otherwise stated herein, are repairs or replacement of items not normally mechanically maintainable such as but not limited to ductwork, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, electric coils, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grillage and tower fill, vessels, coils, structural or non-moving non-maintainable parts of system(s) listed.
18. Any alternation 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 GRC's rates then in effect) over the sum stated in this Agreement.
19. GRC will not be required to move, replace or alter any parts of the building structure in the performance of this Agreement.
20. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repairs or replacement necessitated by freezing weather, electrical power failure, low voltage, burned out heaters, 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, regulator or insurance agencies, or other causes beyond control of GRC.
21. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, GRC will charge Customer at the "preferred customer rate" then in effect for such services.
22. This agreement may be canceled 30 days prior to the anniversary date without penalty with a written notice by either party. It may not be changed or modified orally but only in writing signed by both parties.
23. Upon cancellation of this agreement:
 - A. GRC reserves the right to remove all tools and special equipment that belongs to GRC.
 - B. Customer agrees to hold GRC harmless for loss of temperature, alarms or equipment failures after termination of our services and during or after removal of our tools, equipment.
 - C. Customer shall pay penalty of 50% of remaining dollar balance of agreement.
24. This agreement automatically renews for 1 year without written notice 30 days prior to the anniversary date. Automatic renewal shall reflect price increase due to inflation.
25. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
26. 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 the Owner of the existence of such products or materials allowing owner to identify and/or remove hazards. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjust.
27. All notices or other communications required by this agreement to Contractor shall be made to:
GARTNER REFRIGERATION AND MANUFACTURING, INC.
13205 16th Avenue North
Plymouth, MN 55441
28. This agreement is fully assignable by Contractor with approval of customer and shall inure to the benefit of any assignee or other legal successor to the interests of the contractor. Customer may not assign this agreement without prior written approval of Contractor.

Warranty

1. Customer agrees to pay GRC for all warranty work performed by GRC on equipment and systems installed by others as required to keep system operating to customer's satisfaction.
2. GRC will warranty all repair/replacement parts for 90 days or same as manufacturer.
3. GRC will perform all work in a workmanship like manner and warranty work for 90 days.
4. In case of any failure to perform its obligations due to negligence of GRC employees or terms under this Agreement, GRC'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.

OVERTIME AND EMERGENCY SERVICE:

Gartner Refrigeration and Mfg., Inc. shall provide during the period as stated above (unless sooner terminated) maintenance service during regular working hours of regular working days 8:00 AM to 4:30 PM, Monday through Friday, inclusive - except National or Minnesota State legal holidays) unless otherwise specified as follows:

1. Inspections and/or repairs requested by the customer prior to 2:00 PM of regular working days requiring same day service, for any reason will be provided as soon as possible, As part of the agreement, customer agrees to pay not less than three (3) hours per man responding to the call. Customer agrees to pay Gartner premium time for all work performed between 4:30 PM and Midnight on regular working days, or between 4:00 PM and Midnight on regular Saturdays (non-holiday) or for scheduled Sunday work, or for work on National or Minnesota State legal holidays.
2. Customer agrees to pay Gartner premium time for all work performed on Saturdays and emergency work on Sundays. All such additional charges shall be for not less than three (3) hours per man responding to the call.

SPECIAL REDUCED SERVICE RATES:

Special reduced service rates apply only to Service Agreement Customers who purchase parts and material from Gartner Refrigeration & Mfg., Inc.

Special Service Rate Discount:	(\$5.00/hour)
Special Parts Discount:	30% Off List Price

PREVENTATIVE MAINTENANCE SERVICE TERMS:

- Payable net 30 days from date of invoice.
- Cancellation by either party with 30 days written notice prior to anniversary date.
- This agreement automatically renews for 1 year, unless either party gives written notice to the other party of intention not to renew, 30 days prior to the anniversary date. Automatic renewal shall reflect price increase due to inflation.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Annual agreement price is \$140.00/ hour and \$69/ day truck charge

Yearly price.....\$6,157.00

***Accepted and Approved By:
Gartner Refrigeration and Mfg., Inc.***

(Cust. Name)

(Project Manager Name) – Project Manager

Date: _____

Date: _____