City of Santa Fe Contract Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Yearout Service LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

- A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.
- B. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- D. "You" and "your" refers to **Yearout Service LLC**, "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall perform maintenance/service for buildings located at the Midtown Property, also known as Santa Fe University of Art and Design (SFUAD), to desired levels as described in the Planned Maintenance Program Proposal Number: J-364-CITY PM, dated August 10, 2018, prepared by Yearout Service, LLC.

3. Compensation

The total compensation under this Agreement shall not exceed \$103,316.69 including New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date

the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Issuance of Orders Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.
- C. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **July 31, 2019**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
 - B. <u>Notice</u>; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. <u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.</u>

8. Amendment

This Price Agreement may be amended by mutual Agreement of the City and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. Subcontracting

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the City.

12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be

NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
 - B. The Contractor further represents and warrants that it has complied with, and,

during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be

excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. <u>Limitation of Liability</u>

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. <u>Incorporation by Reference and Precedence</u>

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. <u>Inspection of Services</u>

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. <u>Impracticality of Performance</u>

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. <u>Invalid Term or Condition</u>

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
 - i. give the Contractor prompt written notice within 48 hours of any claim;
 - ii. allow the Contractor to control the defense of settlement of the claim; and
 - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. <u>Disclosure Regarding Responsibility</u>

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Matthew O'Reilly, Asset Development Director City of Santa Fe msoreilly@santafenm.gov 505-955-6213 PO Box 909 Santa Fe, NM 87504-0909

To Contractor: Yearout Service LLC 8501 Washington St NE Albuquerque, NM 87113

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

Mary MCCOY, FINANCE DIRECTOR

S2910.510310 Business Unit Line Item

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:	CONTRACTOR: Yearout Service LLC
UVVII	See attached
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE: 10/4/2018	DATE:
ATTEST:	CRS#03-140758007
Gelanda y. J. g. Yolanda y. Vigil, Ciry Clerk V. M. J. J. J. S. H. J.	CRS# <u>03-1407580</u> 07 Registration # <u>18-64//09</u> 63
APPROVED:	

Matthew O'Reilly, Asset Development Director City of Santa Fe msoreilly@santafenm.gov 505-955-6213 PO Box 909 Santa Fe, NM 87504-0909

To Contractor: Yearout Service LLC 8501 Washington St NE Albuquerque, NM 87113

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CITY OF SANTA FE:

CONTRACTOR: Yearout Service LLC

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: 10/4/2018

DATE: 10/5/10

ATTEST:

CRS#03-140758007 Registration # (8-05//0963

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

S2910.510310 Business Unit Line Item

Proposal Number: H-364-CITY PM

Prepared for:

City of Santa Fe - Midtown Property P.O. Box 909 Santa Fe, NM 87504-0909 50-000-14-00024

Prepared by:

Yearout Service, LLC 8501 Washington St. NE Albuquerque, NM 87113 Phone: (505) 314-8226 Fax: (505) 314-1180

August 30, 2018

Serving New Mexico since 1964



"Providing Leadership Quality Service for the HVAC/R Industry"

EXHIBITA



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EXECUTIVE SUMMARY

Yearout Service, LLC would like to thank City of Santa Fe - Midtown Property for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment. We wish to thank Matthew Oreilly for assistance in getting the needed information to make this proposal possible.

Yearout Service, LLC provides a comprehensive range of heating, ventilating, and air-conditioning (HVAC) services and repair solutions, including building design, equipment installation, maintenance and controls, preventative maintenance, and energy management programs. Our expertly trained and equipped service technicians are on call 24 hours a day 7 days a week. Many of our clients have processes, procedures and staffing requirements that are vastly different from one another. We take great pride in our adaptability, to ensure that our client's priorities become our focus. Some clients such as CVS and the Johnson & Johnson Company utilize corporate generated software portals for work order issuance, invoicing and accounts payable. Our qualified and adaptable administrative staff not only learned and implemented these systems, they also keep up on the continuing upgrades and newest version through additional training and education. Our purchasing power keeps our costs low, which in turn benefits you directly in all categories of the work we perform on your behalf. The utilization of industry leading technologies assists us with real time communications with our Service Technicians and Client Representatives alike.

In today's economy, companies like City of Santa Fe - Midtown Property are charged with finding ways to continually improve upon quality service while containing or reducing costs. During this time, effective strategic decision making is crucial to meeting these higher standards. Yearout Service, LLC is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. Yearout Service, LLC is dedicated to identifying, developing, and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

Sincerely,

Sal Tortorici
General Manager
Yearout Service, LLC



BENEFITS OF PLANNED MAINTENANCE

The Planned Maintenance Agreement you are about to review is the optimum choice for City of Santa Fe - Midtown Property to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. City of Santa Fe - Midtown Property will experience many benefits from a well-designed and implemented planned maintenance program such as the one we are offering here.

Yearout Service, LLC's maintenance program is designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility waste costs (Gas, Electric and Water)
- · Extending the useful life of your equipment
- Reduce administrative costs associated with managing HVAC services
- Improve Indoor Air Quality

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic, and scheduled maintenance tasking services. With this Planned Maintenance Agreement, City of Santa Fe - Midtown Property will receive the following benefits:

1.1. Energy Savings

Planned maintenance keeps City of Santa Fe - Midtown Property's equipment in peak operating condition, thereby reducing energy consumption. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to operate at peak performance.

1.2. Operating Cost Saving

Yearout Service, LLC has aggregated buying power, which attracts huge purchasing discounts from major equipment manufacturers and support material vendors. This allows us to give you the lowest possible price on replacement parts, while providing the highest quality and efficient services and support systems available. As we implement this Planned Maintenance Program, system efficiency is returned to an optimum level. Operating costs and productivity losses are reduced to a minimum.

1.3. Elimination of Expensive Down Time

Proper functioning equipment means money in your pocket. This Planned Maintenance Program provides the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

YEAROUT

PROGRAMMED MAINTENANCE Planned Maintenance Program

1.4. Extending Equipment Life

Yearout Service, LLC's Planned Maintenance Program keeps your equipment in optimum condition. This maintenance program is custom tailored to increase the life expectancy of your equipment over that of improperly maintained equipment. This results in the deferral of costly replacement expenditures.

1.5. Improved Indoor Air Quality

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes, and comfort control. Our program will help you meet these challenges while providing an environment that is healthy for your tenants.

1.6. Increased Comfort Control

Consistent comfort control keeps your tenants happy which studies have shown increases productivity levels to peak performance.

1.7. Planned Maintenance Performed Around Your Schedule

We have incorporated your business and technical requirements into this maintenance program. Our call center automatically dispatches the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements.

2. PROGRAM FEATURES

The implementation plan of your Planned Maintenance Program will include the following scope of service to be provided on the equipment described in the "List of Maintained Equipment" located in the Appendix A section of this agreement.

Scheduled Inspections: Yearout Service, LLC will provide one (1) Annual and three (3) Operational inspections per year, which will be in accordance with the manufacturer's recommendations, equipment application and our own extensive experience. We will determine the proper maintenance tasking procedures, which our technicians precisely follow.



Our program includes all maintenance materials, gaskets, oils, and lubricants required to perform these inspections tasking procedures. Also included is belt replacement if they are found to be worn or broken.

Air Filter Maintenance: Included in your program are four (4) air filter changes per year. Yearout Service, LLC will provide the labor, materials, and disposal of the used filters.

Emergency and Trouble Call Coverage: Even with the comprehensive care provided in this program, occasional failures can occur. Although the cost of emergency service labor and materials are not included in this program, you will receive top priority trouble call response during peak heating or cooling periods. We will be on-site within 4 hours from receipt of your request.

Refrigerant Containment Service: We will use recovery, recycling and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all federal, state and local regulatory guidelines.

Service Documentation: We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available upon request.

Customer Assurance Review Evaluation (C.A.R.E.) Program: We will meet with you annually or more frequently upon request to evaluate and make modifications, if necessary, to this maintenance program to assure that it continues to meet both your business and technical requirements.

Additional Services:



3. YOUR PROGRAM INVESTMENT

This Planned Maintenance Program will be for an original term of 1 years, beginning on 8/1/2018. At the end of the original term of this agreement, the program will automatically renew from year to year unless either party gives written notice to the other with intent not to renew thirty (30) days prior to the anniversary date. City of Santa Fe - Midtown Property's annual investment in this program is shown below:

TERM	PRICE	NMGRT
8/1/2018 - 7/31/2019	\$95,277.64	\$8,039.05

The annual agreement prices shown above can only be adjusted if equipment is added or deleted from the original agreement. Price adjustments after the term of this agreement expires are discussed in the terms and conditions of this agreement.

Payments in the amount of \$23,819.41 + NMGRT will be made on a Quarterly basis for the first year and in advance of any scheduled service. Recurring payments will be based on the annual amounts listed above. Payment terms will be thirty (30) days after date of invoice. Yearout Service, LLC reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Yearout Service, LLC of any and all obligations pertaining to work or performance of work.

PROPOSAL OFFERED BY: Luke Dye

Sales Representative

DATE: AUGUST 30, 2018

City of Santa Fe - Midtown Property	Yearout Service, LLC
ACCEPTED BY:	ACCEPTED BY:
TITLE:	TITLE:
DATE:	DATE:



4. TERMS AND CONDITIONS

- **A.** Planned and or routine maintenance services provided under this agreement will be performed during normal working hours unless otherwise noted
- **B.** The guarantees and services provided under the scope of this agreement are conditioned upon City of Santa Fe Midtown Property operating and maintaining systems/equipment. City of Santa Fe Midtown Property will do so according to industry accepted practices and in consideration of our recommendations.
- C. City of Santa Fe Midtown Property will provide and permit reasonable access to all covered equipment. Yearout Service, LLC will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. This proposal assumes that all pieces of equipment are in proper operating condition. Yearout Service, LLC shall inspect and report to the City of Santa Fe Midtown Property 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, it shall be the responsibility of Yearout Service, LLC to make recommendations and to assist the City of Santa Fe Midtown Property in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the City of Santa Fe Midtown Property 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.
- E. It is agreed that the costs of all repair, replacement components, and emergency services that may be provided during the term of this agreement shall be borne by City of Santa Fe Midtown Property in accordance with Yearout Service, LLC currently established rates. In the case of refrigeration systems such as walk-in boxes, reach-in boxes, etc., this agreement does not include the repair or replacement of hardware such as door handles closing mechanisms or related parts. These costs shall be borne by City of Santa Fe Midtown Property.
- **F.** Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the City of Santa Fe Midtown Property in accordance with Yearout Service, LLC currently established rates.
- G. Under no circumstances will Yearout Service, LLC be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of City of Santa Fe Midtown Property tenants or clients, or any special, indirect or consequential damages. In case of any failure to perform its obligations under this agreement, the Contractor's Liability is limited to repair or replacement at its option and such repair or replacement shall be the Customer's sole responsibility.
- H. 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). Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
- I. Yearout Service, LLC will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or cause beyond reasonable control.
- J. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Yearout Service, LLC
- **K.** This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed Yearout Service, LLC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- L. Yearout Service, LLC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.

YEAROUT

PROGRAMMED MAINTENANCE Planned Maintenance Program

- M. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, to injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- N. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be. Any legal action against the Contractor relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- O. Yearout Service, LLC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement.
- P. The payments under this Agreement have been divided into multiple equal and consistent payments for the ease and convenience of Customer. The total amount of the Agreement reflects the parties' agreement as to the reasonable value of the services provided by Yearout Service, LLC. The schedule of payments contained in the Agreement does not reflect the reasonable or actual value of the services performed in any given period.
- Q. In the event of additional freight, labor, or material costs resulting from a City of Santa Fe Midtown Property request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, City of Santa Fe Midtown Property agrees to pay these additional costs at Yearout Service, LLC currently established rates.
- R. Yearout Service, LLC scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. Yearout Service, LLC will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. In the event Yearout Service, LLC encounters such material in performing its work, Yearout Service, LLC will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- **S.** This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties. No statement remarks agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- T. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be borne by City of Santa Fe Midtown Property as an extra to the contract price. Yearout Service, LLC 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 material. In the event such substances, wastes and materials are encountered, Yearout Service, LLC sole obligation will be to notify the Customer of their existence. Yearout Service, LLC 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.
- U. City of Santa Fe Midtown Property shall permit only Yearout Service, LLC personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, cancel this Agreement or eliminate the involved piece of equipment from inclusion of this Agreement.
- V. City of Santa Fe Midtown Property acknowledges and agrees that any purchase order issued by City of Santa Fe Midtown Property, in accordance with this Agreement, is intended only to establish payment authority for City of Santa Fe Midtown Property internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in City of Santa Fe Midtown Property purchase order will have any force or effect.



- **W.** Should the contract be canceled without due cause, City of Santa Fe Midtown Property shall pay Yearout Service, LLC 25% of the annual price in addition to any previous amount paid.
- X. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop work under this agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Invoices are sent quarterly per the payment terms listed above and NOT generated at time of work performed. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- **Z.** Yearout Service does not accept Type 9 Non-taxable certificates.

5. APPENDIX A - LIST OF MAINTAINED EQUIPMENT

The following HVAC equipment was identified during our survey and will be covered as a part of City of Santa Fe - Midtown Property's Planned Maintenance Agreement.

The covered equipment is located at:

Midtown Property 1600 St Michaels Dr Santa Fe. NM 87505

Maintenance/Service Level	City of Santa Fe - Midtown Property
7	Building to remain in use. HVAC fully controlable. Regular Servicing, Schedule building checks. Service calls for issues as they arise. Fire systems
7 (3/37)	Tully Operational.
	Building to be used intermittently. HVAC set points controlable enough to protect equipment but goal is to minimize operation & utility costs.
	Building may need to be functional at times of use. Seasonal servicing only as recommended by Yearout. Service calls only if necessary. Fire
\$3888T	systems fully operational. City staff will perform schedule building check & inform Yearout if a problem exists.
(evel)	Decommissioning of building. Electric & Gas services disconnected. All mechanical equipment & fire systems prepared and then turned off.

		SFUA	D Marion Hall - Level 2					
Unit 10	Unit ID Manufacturer	Model #	Serial #	QTY	QTV Filters	Ē	Belts	QTY Belts Description/Notes
		MCCA025GAR0ACC00010ECAAAD0A0		9	6 24X24X2 PLEATED			
AHU-7	Trane	000BC00AC0AAB00AO	K98B15723	6	24X24X6 VERICEL	7	B-72	
		MCCA025GAU0AP00BB0H0ECA00DAA		9	24X24X2 PLEATED			
AHU-6	Trane	O000ACA00DA0DA0AB00A0	K9835118	9	24X24X6 VERICEL	7	B-72	
RTICIM	Trans	TCCOAREAROA16EDB1A1B10000	1125114551	,	20X30X2 BI EATED	-	AC.XA	
	9	CONTENTATION OF THE CONTENT OF THE C	1165114551	٧	ZOASOAL FLEATED	-	Q*-Y2	
RTU-2M	Trane	TSC048E4R0A16E0B1A1B10000	112511447L	7	20X30X2 PLEATED	H	AX-26	
DWH-1	2	1250 PD 250A-TP	69998194	8	N/A			Domestic Water Heater
								Domestic Hot Water
DHWCP-1		60 size 1x5-1/4	172705	93	N/A			Circulation Pump
HWUH-1					N/A			Hot water Unit Heater
BLR-1		CHN1440	1973837					
BLR-2	Lochinvar	CHN1440	1973836					
UPMC-32					N/A			Tracer Control Module

SFUAD Thaw Hall - Level 2

Unitio	Unit ID Manufacturer	Model #	Serial #	ΩŢ	QTY Filters		Belts	QTY Belts Description/Notes
				ļ,	12X24X2 PLEATED			
				6 0	24X24X2 PLEATED			
		MCCA040GAUDACC00010ECAAADAA0	Q	7	2 12X24X6 VERICEL			
AHU-2	4HU-2 Trane	000BC00ACA0AB00AO	K98D30183	6 0	24x24x6 VERICEL	7	5VX580	5VX580 Located in penthouse
								furnace with electric
								heat, Located in
FRN-1	Trane	TAM4A0A36S31SBB	1301147AV	-	20X20X1 PLEATED		DIRECT	DIRECT penthouse
ACC-1	Trane	TTB3036E1000AA	1310U3S3F		N/A		A/A	Air cooled condenser
								Base Mounted, Located
CHWP-1 B&G	B&G	8.75 BF	2401225					in penthouse

Penthouse HW Unit heater Type 0136-0 105-1	Base Mounted, 207 GPM, Located in basement	Base Mounted, 207 GPM, Located in basement Located in basement Located in basement	208V 30 GAL.	A section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in	Description/ Notes		; ;	Description/Notes			Description/Notes														
		1 AX19			Pents	5VX580		Belts	5VX580		Belts		1 BX-71	1 BX-71		1 BX-71	5	T 0V-17	1 BX-71		1 BX-68		1 BX-71	, A	T DY-17
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UHSA060S8DAAC	2.5K2A50P14G-0A	2.5KZA50P14G-04 CHN2070 CHN2070 120C38	E1F30HD045V	FS.	W 1900	MCCA040GAU0ACC000J0ECA00DAA0 000AC000DA0ADAB00AO		Model #	YCD300B4HGFA	SFU	Model #		YCD151E4HCAD	YCD151E4HCAD		YCD151E4HCAD	XCD151E4HCAD		YCD180F4HCAA		YCD150F4HCAA		YCD180F4HCAA	VCD380E4HC&&	ביין ורי וטינולון
Trane	Wienman	Wienman Lochinvar Lochinvar Loren Cook	Craftmaster	Manufacturor	is in the line of	Trane 8&G		Manufacturer	Trane		Manufacturer		Trane	Trane		Trane	Trans)	Trane		Trane		Trane	Trans	5
UH-1	HWP-1	HWP-2 8-1 8-2 EF-1	DWH	<u> </u>		AHU-3 CHWP-1	<u>4</u>	CI HILD	RTU-1		Unit ID		RTU-1	RTU-2	į	RT0-3	Z. E.		RTU-5		RTU-6		RTU-7	RTI (-8	

Serves The Screen					Nameplate covered by disconnect Duct capped off			Description/Notes		North Gym	North Gym		the state of the s	South Sym			Weight & Multipurpose rooms	Weight & Multipurpose rooms	Locker Rooms	Locker Rooms	Racquetball Courts	Racquetball Courts	Classroom/Lobby	Classroom/Lobby	Power Relief Exh for System 1 (N. Gym unit)	Power Relief Exh for System 2 (S. Gym unit)		Located on Low S. roof west end. Serves Mens locker	Middle soot		Located on Low S. roof east end. Serves Womens Locker	
1 BX-68 DD	1 BX-68	1 BX-71	8	1 AX-26				Belts		1 A49	2 A98		1 840	2 498			2 A49	2 A98	1 A38	1 A55	1 A38	1 A55	1 A38	1 A61	2 A50	1 B49		1 31190		4	1 31190	
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Trane Trane	Trane	Trane	Trane	Trane	Carrier Radco	Laars		Manufacturer		Reznor	Mastercool		Reznor	Aerocool			Reznor	Aerocool	Reznor	Mastercool	Reznor	Mastercool	Reznor	Mastercool	Greenheck	Dayton		Greenheck	Greenheck		Greenheck	
RTU-9 RTU-10	RTU-11	RTU-12	RTU-13	RTU-14	CU-1 AHH-1	BLR1		Unit ID		Furn-1	EC-1		Firm-2	EC-2			Furn-3	EC-3	Furn-4	EC-4	Furn-5		Furn-6	မ္မ	PRE-1		PRE-3	PRE-4	PRF-7	!		

SFUAD - Café - Level 2

Unit 10	ı	Model #	Serial#	히		QTY Belts	
MUA-1		IGX-120-H32-HZ		12233390 10 Washable	ble		Serves kitchen and office area
RTU-1	Carrier	48A4E040QR-511EQ	4	4310U32020 10 20x24x2 PL	2 PL	2 SVX590	90 Serves main dining hall
RTU-2	Carrier	48TCLA04A2A5A0A2C0	.4	4110G40206 2 16x25x2 PL	2 PL	1 AX35	
			SFUAD - Kennedy Hall - Level 2	evel 2			
Unit ID	Manufacturer	Model #	Serial #	QTY Filters	0	QTY Belts	Description/Notes
	Carrier	48TFE008511	4801620384	4 16X20X2		1 AX48	Serves Lobby and lounge
	Carrier	48GS-018040301	0902G20635	1 24x24x1	1 N/A		Serves east wing
	Carrier	4865-018040301-	0902G20634	1 24x24x2			Serves west wing
	781	33-SB0300650AASSS		80124476			
	RBI	33-SB0300650AASSS		80124762			
			SFUAD - St. Michaels - Level 2	svel 2			
Unit 10	Manufacturer	Model #	Serial #	TY Filters	0	QTY Belts	Description/Notes
RTU-1	Carrier	48PGFM05-D-50-K9	2310G20033	4 16X20X2	2	1 AX48	Serves lobby, mail room & commons
	LAARS	PNCH0400NAK1CX0	C 10 222464				
			SFUAD - Mouton - Level 2	12	*		
Unit 10	Manufacturer	Model #	Serial #	QTY Filters	0	OTY Belts	Description/Notes
	Rheem	RKKA-A036CK08E	2G5620ADAAF340709360	30 2 16X25X1	2		
	Rheem	RKKA-A060CM10E	2G5643ADAAF310710284	2 16X25X1	.	1 A44	
	Rheem	RRNA-B024JK06E	2G7284ADAAF060806400	1 20x20x1	1 N/A		
	Rheem	RKKA-A048CK10E	2G6851ADAAF110806825	5 2 16X25X1			
	Rheem	RKKA-A060CM10E	2G5643ADAAF310710287	77 2 16X25X1	1	1 A44	
	Rheem	RKKB-A090CM15E	2F6329ADAAF380616776	6 6 18X18X2	7	1 851	
	Rheem	RKKA-A060CM10E	2G5643ADAAF280710	2 16X25X1	1	1 A44	INSULATION LOOSE IN UNIT
	Rheem	RKKA-A036CK08E	2G5620ADAAF340709363	3 2 16X25X1	1 N/A		
			SFUAD - Apartments - Level 1	vel 1	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
Unit ID	Manufacturer	Model #	Serial #	QTY Filters	σ	QTY Belts	Description/Notes
	Carrier/	38C KC018320	1298E07834				Fan coils take (1) 20x20x1
		38C KC018320	1298E07852				Fan coils take (1) 20x20x1
		38C KC018320	1298E07849				Fan coils take (1) 20x20x1
		38C KC018320	1298E07842				Fan coils take (1) 20x20x1
		38C KC018320	1298E07860				Fan coils take (1) 20x20x1
		38C KC018320	1298E07855				Fan colls take (1) 20x20x1
		38C KC018320	1298E07854				Fan coils take (1) 20x20x1
		38C KC018320	1298E07858				Fan coils take (1) 20x20x1
		38C KC018320	1298E07859				Fan coils take (1) 20x20x1
		38C KC018320	1298E07853				Fan coils take (1) 20x20x1
		38C KC018320	1298E07862				Fan coils take (1) 20x20x1
		38C KC018320	1298E07847				Fan coils take (1) 20x20x1
		38C KC018320	1098E7???				Fan colls take (1) 20x20x1
		38C KC018320	1098E13560				Fan coils take (1) 20x20x1
		38C KC018320	1098E13620				Fan coils take (1) 20x20x1

Fan coils take (1) 20x20x1	Fan colls take (1) 20x20x1	Fan coils take (1) 20x20x1		Description/Notes					Description/Notes	ı	DIRECTORIVE																															
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38C KC018320	39C KC018320	38C KC018320		Model #	48PGEM08HA-50-K9	PNCH0500NACH400NACKICXN	PNCH0500NACH400NACKICXN		Wodel #	48PGEM12HD-50-K9	6-131-B	PNCH1000NACN2CIN	PNCH1000NACN2CIN																													
																																	Manufacturer	Carrier	Laars	Laars		Manufacturer	Carrier	Greenheck	Laars	Laars
80 c	, 4	B-7	8-8	6-8	B-10	8-11	B -12	7	C -5	င်	? 4	5.5	ر و	C-7	<u>چ</u>	<u>წ</u>	C-10	C-11	C-12	급	D-2	6-3	4	D-5	9	1-0	8-0	0 - 0	D-10	0-11	D-12		Unit iD	RTU-1	BLR1	BLR2		Unit ID	RT11-1	FF-5	9 2	BLR2

E E	Manufacturer	Model #	Serial #	QTY Filters	ΔI	Belts	Description/Notes
I	Trane	TDD1B100A9451AB	11425TFF1G	1 20X35X1			Twinned with F-2 to make
F-2	Trane	TDD1B100A9451AB	11452PX51G				System #1
m	Trane	TDD18100A9451AB	11453PWL1G	1 20X35X1			Twinned with F-4 to make
7	Trane	TDD1B100A9451AB	11425TESOG				System #2
3.5	Trane	TDD18100A9451AB	11452PYK1G	1 20X35X1			Tarioned with E. 6 to make
94	Trane	TDD1B100A9451AB	11425TES16				Sustain #3
							or market
ឌ	Trane	41TA3060D3000AA	11163LM25F				
C 5	Trane	4TTA3060D3000AA	11163LP25F				
ဗ္ဗ	Trane	4TTA3060D3000AA	11181TM25F				
EVAP-1	Trane	4TXCD010CC3HCBA	1141XK75G				
EVAP-2	Trane	4TXCD010CC3HCBA	1134XLB5G				
EVAP-3	Trane	4TXCD010CC3HCBA	12083Y6G5G				
		S	SFUAD - SW Annex - Level 1				
Unit 1D	Manufacturer	Model #	Serial #	QTY Filters	Ę	Belts	Description/Notes
				2 16X20X2 16X25X2			
-	1 Thermal	CP-211-V	07001-10	7			
7	2 Thermal	CP-121-V	07001-04	4 20X25X2			
			SFUAD - Alexis - Level 2	:			
Caft ID	Manufacturer	Model #	Serial #	QTY Filters	Ę	Belts	Description/Notes
F-1	Carrier	58WAV155-20	3496A13987	1 24X25X1		ĕ×	Twinned
F-2	Carrier	58WAV155-20	3496A14007	1 24X25X1		. ¥	Twinned
3	Carrier	38CKB060500	2796E18075				
75	Carrier	38CKB060500	2796E18143				
	Peerless	75-8-W	75-1612				
			SFUAD - Greer Garson Theater - Level 2	- Level 2			
Unit ID	Manufacturer	Model #	Serial #	QTY Filters	Ę	Belts	Description/Notes
A-2	Trane	YSC092E3RHA17C101A2B200A2	121811688L	4 20X25X2		1 AX35	
A-4	Trane	YSC036E3RHA1EC001A1B20000	12181650L	2 20X30X2	7	1 AX29	
AC3-2	Trane	YSC072E3RHA14C101A1B201B0	121811648L	4 16X25X2	-	1 AX32	
A1-3	Trane	YSC102E3RHA15C101A2B200A2	121811712L	4 20X25X2	-	1 AX35	
A1-2	Trane		121811724L	4 20X25X2	1	1 AX35	
7	1 Trane	YSC072E3RHA14C101A1B201B0	121811634L	4 16X25X2	m	1 AX32	
	Trane	4TCC3024A1000AA	12241J2E9H	1 18X25X2			Direct drive
	Trane	4TCC3024A1000AA	1224112F9H	1 18X25X2			Direct drive
AG-1	Trane	YSC072E3RHA14C101A1B201B0	121811620L	4 16X25X2	-	1 AX32	
DS-1	Samsung	AQV24NSDX	2012.4				Outdoor unit (cond)with AH-1

				Direct drive
Direct drive Evap Coil	Direct drive Evap Coil Direct drive	Evap Coll Condenser Condenser Condenser	Condenser Condenser Condenser Direct drive Evap Coll Direct drive Evap Coll Direct drive Evap Coll Direct drive Evap Coll Evap Coll	1 3L400R 1 AX21 Description/Notes
				Betts 1 AX-42 1 AX-42 N/A N/A N/A N/A N/A N/A N/A N/A N/A Betts
				₽ P
				20X20X2 20X20X2 20X25X2
1 16X25X2	1 24X24X2 1 24X24X2		1 24X24X2 1 24X24X2 1 24X24X2 1 24X24X2	12571905 1108 12893727 1207 13593978 1101 1 16X20X2 20X20X2 1 16X20X2 20X20X2 1 16X20X2 20X20X2 N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A
			e e e e	12571905 11 12893727 12 13593978 11 1 16X20 1 1 16X20 1 1 16X20 1 1 16X20 0 // A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/
122347531G 12226P7Y5G 1206501V1G	12224X3T5G 12093J2M1G	12242LGP5G 12212USF3F 12234JG24F 12214KSA4F 1734EF14F	12234JFW4F 12234JK44F 1221364J3F 12204SP91G 12234LKR5G 12055SMN1G 1224X6I5G 12055SN11G 12055SN11G 12055SN11G	Bayton 4YC86G
TDD18080A9361AB 4TXCB004CC3HCBA TDD1D140A9601AB	4TXCD010CC3HCBA TDD1D140A9601AB	4TXCD010CC3HCBA 4TTA3030A3000CA 4TTA3060D3000CA 4TTA3060D3000CA 4TTA3060D3000CA	4TTA306D3000CA 4TTA304BD3000CA 4TTA304BD3000CA TDD1D120A9601AB 4TXCD059BC3HCBA TDD1D140A9601AB 4TXCD010CC3HCBA TDD1D140A9601AB 4TXCD010CC3HCBA TDD1D140A9601AB	Dayton
Trane Trane	Trane Trane	Trane Trane Trane	Trane Trane Trane Trane Trane Trane Trane	FF Dayton X-2 Greenheck
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	111	7 2 2 2 2	22222222	Unit ID AHU #1 AHU #2 CU #2 CU #2 Forum F1 F3 MA - Sep

Unit ID	Manufacturer	Model #	Serial #	QTY Filters	ΔĬ	Belts	Description/Notes
SE	Carrier	50AK-025-C-511HT	1905F14276	10 20X24X2	1	1 AX-54	
SW	Carrier	50AK-020-C-511HT	1905F14281	10 20X24X2	2	2 BX50	
Farn	Carrier	50AK-030-D-D11HT	3304F52190	10 20X24X2	2	2 BX50	
	Carrier	50AK-030-D-D11HT	3304F52187	10 20X24X2	2	2 BX50	
LOWER	CARRIER	50TFF008-M-511HY	1605G20696	4 16X20X2	1	1 AX50	
BLR	Buderus	GE515/9	05086704-71850150				
		SFUAD - Dun	SFUAD - Dungeon (IT) (P.O.P. Building) - Level 2) - Level 2			
Unit ID	Manufacturer	Model #	Serial#	QTY Filters	ΔŢ	Belts	Description/Notes
2	Trane	41TB3030E1000AA	12374K3Y5F				
AHU-1	Trane	TAM4A0A30S21NBA	123511X3AV	1 12X24X1			
			SFUAD - Onate - Level 2	7	The state of the s		
Unit 1D	Manufacturer	Model #	Serial #	OTY Filters	ΔL	Belts	Description/Notes
	Carrier	394GAD000100	3589A03780	1 16X25X1			
	Carrier	394GAD060150	4190A00150	1 24X28X1			
	Carrier	394GAD048100		1 24X28X1			
		SFUAL	SFUAD - Fogelson Library - Level 2	12			
Unit ID	Manufacturer	Model #	Serial #	QTY Filters	ΔI	Belts	Description/Notes
BLR1	Laars	PNCH1500NACL2CJN	C 10 223838				
BLR2	Laars	PNCH1500NACL2CIN	C 10 223839				
CH-1	Trane	RTHB150FMF00NW0000UNN2LFV0QU UO4H01574	ĮU UO4HO1574				
				36 20X20X2			
AHU6	Trane	CSAA066UAC00	K12D41257	6 16X20X2			
AHU7	Trane	CSAA050UAC00	K12D41237	36 20X20X2			
ᅜ	B&G	1531 2-1/288	168	1683200			7.5 HP
5 2	TECO	Type AEEA JMQ1					2 HP
33	B&G	9.5 BF	187031LFC21				
HWP1	B&G	7.00 BF	187009LFG21980HI				Tag missing
/P2	8&G	1.5 BC 7775BF	220	2201513)
<u>م</u> 0	B&G	4AC	170	1709354			

rel 2	QTY Filters QTY Belts Description/Notes	1 16X20X1 Direct Drive	Condenser	Evap Coll	- Level 2	QTY Filters QTY Belts Description/Notes		II - Level 2	QTV Filters QTV Belts Description/Notes	1					Ilding - Level 2	QTY Filters QTY Belts Description/Notes					
SFUAD - Security - Level 2	Serial #	8193KDG1G	7314YB94F	8105N5M5G	SFUAD - Bandshell	Serial #		SFUAD - Alumni Hall - Level 2	Serial #	TBD	TBD	TBD	TBD	TBD	SFUAD - Maintenance Building - Level 2	Serial #	TBD	TBD	TBD	TBD .	
	Model #	TDD18080A9361AA	ZTTR3036A10000AA	2ТХСВ036ВСЗНСАА		Model #			Model #	TBD	TBD	TB0	TB0	TBD		Model #	TBD	TBO	TBD	TBD	
	Manufacturer	Trane	Trane	Trane		Manufacturer			Manufacturer	TBD	TBD	TBD	All evaporative coolers	eaters		Manufacturer	TBD	TBD	TBD	TBD	
	Cuit 10	I	ፔ	<u>F</u>		Unit 10	N/A		Unit ID	I	7	T	All evapo	All unit heaters		Unit ID	UH-1	UH-2	CH-3	UH-4	

N/A - Separate quote for decommissioning of building to be given.

SFUAD - Luke Hall - Level 3

N/A - Separate quote for decommissioning of building to be given.