



Mechanical & Electrical Services

# Technical Automation Customer Support Agreement

Customized For

**ISD 2143 Waterville-Elysian-Morristown**

500 East Paquin Street  
Waterville, MN 56096



April 1st, 2022 through March 31st, 2023

Prepared By:

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Account Manager  
March 21st, 2022



## Introduction

**ISD 2143 Waterville-Elysian-Morristown's** operations staff will be responsible for the day-to-day operations of the building automation and managing the temperature control system. The facility staff has been trained and is experienced in managing the different areas of HVAC and temperature controls. Because of this, they do not require a high level of support from vendors, but use Customer Support Agreements (CSA) to augment their current knowledge and protect their equipment investment and maximize utility efficiency use over the long term.

## Customer Support Agreement (CSA) Goals

- Develop a maintenance relationship with **ISD 2143 Waterville-Elysian-Morristown** to promote the use of automated operation and proactive maintenance of systems to maximize facility staff throughput and utility savings.
- Support facility staff with pre-season performance testing and maintenance.
- Extend the life of the owner's mechanical assets beyond industry standards and thus reducing downtime and repair cost and maximizing **ISD 2143 Waterville-Elysian-Morristown** return on investment.
- Upgrade and maintain system software and hardware to current supported revisions to minimize the possibility of needed to upgrade an obsolete system.
- Allow **ISD 2143 Waterville-Elysian-Morristown** to focus on their core competencies to execute their mission.
- Constant improvement through Continuous Commissioning. Always looking to improve the benchmark that has been set.

## Proposal Contents

- NAC Custom Service Plan Features (based upon customer request/input)
- Schedule of Services
- Customer Support Agreement Pricing Summary/Signature Page
- Terms and Conditions

## \*Specific Cost Saving Facts

- If you are overheating your space by just 3Deg, due to miscalibrated controls, this will cause an increase in your fuel consumption by over 16% when it is below 50Deg outside.
- Temperature control systems out of calibration cause increased operational cost of 5-15% per year. This is based on servicing hot and cold calls throughout their shifts.
- Setting back the temperature 10Deg in a building, unoccupied 12 hours per day and 41 hours per weekend, results in utility savings of approximately 24%.
- Dirty air filters in air handling units increase the total static pressure .5" and generates the need for 10% additional horsepower.
- One millimeter of scale will raise the energy consumption of a chiller 10% at full load.

\*Source (Terry A. Thompson "Preventive Maintenance Save Energy Dollars" Engineered Systems)



## **NAC Customer Support Agreement**

The following is a comprehensive list of the Support Services NAC offers to maximize the value of your investment in your Mechanical and your Building Control Systems. Following this list of Support Services is a detailed description of each offering and the value that it provides.

### **Building Automation Control System Services**

#### **1. Automation Technology Updates**

- Annual Software updates and patches.

#### **2. On-Line/On-Site Services System Performance Services**

- Troubleshooting and Diagnostics.
- Building Control System Database Protection.
- Building Control System Analysis.
- DDC Data Communication Performance Optimization.

#### **3. Automation Central Equipment Performance Testing**

- Air Handler/Rooftop Unit Performance Testing and Benchmarking.
- Chiller/Chilled Water/Air Conditioning System Performance Testing and Benchmarking.
- Boiler/Hot Water System Performance Testing and Benchmarking.

#### **4. Automation Customer Training**

- On-Site Operator Training/Software Consultation.

#### **5. Emergency Response Services Standard**

- On-Site Response
- Emergency Response Services
- After-Hours Support

#### **6. General Services, Included in All Support Agreements**

- Account Management
- Documentation of All Services Provided
- Quality Assurance Program



## NAC Customer Support Agreement Detailed Description

### 1. Automation Technology Updates

Software annually releases upgrades and patches that provide added features, increase communications, and processing speed for your automation system. NAC will provide and install these upgrades as they become available, ensuring that your system software is always state-of-the-art. Please note: This service includes updates to the automation system software only. Pricing for hardware updates, operating system updates and 3rd party software updates will be provided on an as needed basis.

- Included in this Support Agreement – Software patches as released. **Software upgrades are not included.**  
 Not included with this Support Agreement  Not Applicable

### 2. On-Line/On-Site Services System Performance Services

#### Automation Troubleshooting and Diagnostics Assistance

NAC will provide limited troubleshooting and diagnostics assistance via the Internet during normal working hours. You simply need to supply the necessary equipment to enable our local office to remotely log-on to your system via the Internet (internet access to be provided and maintained by the customer). NAC will sign-on to your system as a first step to your request or inquiry. Our operations personnel will attempt to fix the problem or at a minimum, scope the problem down to a specific item or group of items. The service operations group will contact you when the sign-on is completed and conclusions have been reached. This service does not include after-hours support. For after-hours support, please see the Emergency Response Services section below.

- Included in this Support Agreement – Limited Services  
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

#### Building Control System Database Protection

Automation system Workstation Database and Graphics backups safeguard your HVAC Control System's vital databases of business information from unforeseen and costly catastrophic events like lightning strike, electrical power surge, flood, and physical damage. NAC will back-up your HVAC Control System database, software and graphics and provide safe storage of this critical business information. Should a catastrophic event occur, NAC will respond to reload the databases and system files from our stored backup copy to ensure proper operation and performance. Material and labor costs to reload the databases and system files will be billed at the preferred material and labor rate stated below. Computer hardware must be able to support portable backup storage device.

- Included in this Support Agreement – Quarterly  Semi-Annual  Annual   
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

#### Building Control System Analysis

Your Automation system is a very dynamic and interactive system. As such, its operations, graphics and programming intentionally and unintentionally change over time. With our Control System Analysis, we will analyze the status of your system's operations, graphics, & programming and compare them to the prior status report. We will then meet with you to discuss any changes and the effects of the changes on the operation of your Building Control System and operational expenses.

- Included in this Support Agreement – Quarterly  Semi-Annual  Annual   
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

#### Data Communication Performance Analysis

In order for all HVAC equipment in your facility to work seamlessly and quickly together you must know that the Automation data communication network is fully operational and its performance is optimal. We will analyze the physical condition of your Automation data network and the performance of the data communications. We will then meet with you to discuss the network condition & performance and make recommendations for improvement.

- Included in this Support Agreement – Quarterly  Semi-Annual  Annual   
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable



### 3. Automation Central Equipment Performance Testing

#### **Air Handler/Rooftop Unit Functional Performance Testing**

Using our software tools, we will analyze the performance of your critical HVAC air handling systems. This service is delivered two (2) times per year, Spring & Fall. During the spring service, we will focus on the operation of the air handler cooling system control loops: outside air dampers, mixed air dampers, chilled water valve actuators, and temperature sensors. During the fall service, we will focus on the operation of the air handler heating system control loops: outside air dampers, mixed air dampers, heating valve actuators, temperature sensors, water coil freeze-protection, sensors and temperature alarms.

- Included in this Support Agreement – AHU's & RTU's  
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

#### **Chiller/Chilled Water/Air Conditioning System Functional Performance Testing**

Reliable and optimized performance of your chiller plant is critical to the overall cost to operate your facility. As part of this performance service one (1) time per year, we will run an operational controls sequence to test the full range of the chiller and chilled water distribution system. We will analyze the chilled water supply temperatures at low and full-load conditions; verify temperature set point reset operations, chiller alarm interface to the Automation system, and the lead/lag operations of the chilled water system.

- Included in this Support Agreement – Chillers/Chilled Water Systems  
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

#### **Boiler/Hot Water System Functional Performance Testing**

Reliable and optimized performance of your heating plant is also critical to the overall cost to operate your facility. As part of this performance service one (1) time per year, we will run an operational controls sequence to test the full range of the boiler and hot water distribution system. We will analyze the hot water supply temperatures at low and full-fire conditions; verify temperature set point reset operations, boiler alarm interface to the Automation system, and the lead/lag operations of the hot water system.

- Included in this Support Agreement – Boilers  
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

### 4. Automation Customer Training

#### **Automation On-Site Training/Operator Coaching**

Through our individual On-Site Training/Operator Coaching, we will introduce, review and reinforce skills, leading to greater utilization of HVAC Control System applications implemented in your facility. Annually, we will work with the facility staff, Monday through Friday 8:00 a.m. to 5:00 p.m. Our systems experts assist your operators in identifying, verifying and resolving problems found in executing tasks. During the training/coaching sessions, we can address logbook issues; assist your operators in becoming more self-sufficient, and tailor HVAC Control System applications to the needs of your facility and to your operators' specific job responsibilities.

- Included in this Support Agreement  
 Not included with this Support Agreement (Owners staff to maintain)  Not Applicable

### 5. Emergency Response Services

#### **Automation On-line Emergency Response**

To quickly respond to emergency service requests and to reduce the costs and disruptions of downtime we will use our Direct Connect technology and/or the telephone as our first action to a request for emergency response. You simply need to supply the necessary IT equipment to enable our local office to remotely log-on to your system via regular voice grade dial up phone line or Internet (voice grade phone line and/or internet access to be provided and maintained by the customer).

We will sign-on to your system as a first step to your request or inquiry. Our operations personnel will attempt to fix the problem or at a minimum scope the problem down to a specific item or group of items. NAC's operations group will



contact you when the sign-on is completed and conclusions have been reached. Emergencies will be determined by your staff and NAC.

**Standard Emergency On-line Response Time** - Within 4 business hours; Monday through Friday; 8:00 AM to 5:00PM, excluding holidays

**Premium Emergency On-line Response Time** – within 1 business hour; 24 hours/day, 7 days/week, including holidays

Note: NAC's first action to a request for emergency response will be to attempt to resolve the situation on-line via direct internet connect. There may be a one (1) hour minimum charged for each on-line service. If on-line diagnosis determines a site visit is required to complete troubleshooting and problem resolution procedures, we will be on-site based on the level of Emergency Onsite Response selected (described below).

### **On-site Emergency Response**

**Automation**  **Mechanical**  **Electrical**  **Plumbing**

If during our On-line Emergency response, we are unable to resolve the situation we will dispatch a Service Professional to your facility. Non-emergency calls, as determined by your staff and NAC will be incorporated into the next scheduled service visit.

**Standard Emergency On-site Response Time** – NAC will be on site by the end of the next business day; Monday through Friday; 8:00 AM to 5:00PM, excluding holidays

**Premium Emergency On-site Response Time** – We will be on site within four (4) hours, 24 hours/day, 7 days/week, including holidays (after the completion of the internet or telephone response) (Assumes safe driving conditions)

### **Emergency Response Services**

Services listed above guarantees response time to an emergency situation **only**. The use of on-line and/or on-site emergency service is not included in the scope of this contract and will be billed at the applicable time & material rates.

### **After-Hours Support**

Emergencies can and usually happen when you least expect it and many times on the weekends or after 5:00 PM. It is very important to NAC to provide support in all emergency situations for all of our customers. To address this concern NAC has a 24-7-365 emergency answering service. You can utilize this service in an after-hours emergency situation by calling **651-490-9868** or by emailing [service@nac-hvac.com](mailto:service@nac-hvac.com). After receiving the call or email, we will first attempt to solve the issue on-line as described in the *On-line Emergency Response* section of this proposal. If the problem persists, we will discuss it with you and upon your approval dispatch a service technician to your site.

## **6. General NAC Customer Support Agreement Features**

**Account Manager** - A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.

**Dedicated Service Team** - Our Service Team knows controls and mechanical systems; they are trained on all aspects of maintaining and troubleshooting your systems interoperability to maximize uptime and energy efficiency.

**Documentation** - All service visits will be documented by a work order detailing the service performed, materials used, and hours spent.

**System and Service Log** - NAC will provide you with a log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.

**Price Advantage- Discounted Labor and Material** - As a Customer Support Agreement customer; you will receive a discount off the normal labor and material prices.



## Customer Support Agreement Pricing Summary

**Billing Period In Advance:** Annual  Semi Annual  Quarterly  Monthly

Pricing for these features is based on a 12-month program with a start date of April 1st, 2022.

**\$13,204 (Thirteen Thousand Two Hundred Four Dollars and no/100) annually.**

NAC believes that this proposal is in the best interests of **ISD 2143 Waterville-Elysian-Morristown** and is based on your input. Please feel free to contact me if you have any changes. If accepted, please sign, date below and return to NAC with purchase order or billing information.

This proposal is valid for 30 days from the time that is it signed by an authorized NAC Mechanical & Electrical employee. Contract will renew year on year after the original term unless NAC Mechanical & Electrical Services receives writing notification to cancel this agreement 30 days prior to the end of the contract term.

### ISD 2143 Waterville-Elysian-Morristown

### NAC MECHANICAL & ELECTRICAL SERVICES

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of NAC Mechanical & Electrical (referred to herein as "NAC") Customer Support Agreement Proposal ("Proposal"). The portions of such Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), together with these terms and conditions, are collectively referred to as the "CSA Agreement".

### **Article 1: General**

1.1 a) The CSA Agreement, when accepted in writing by the Customer and approved by an authorized representative of NAC shall constitute the entire, complete and exclusive agreement between the parties relating to a technical support program ("Services") for the equipment and software identified in the List of Equipment or the Service Coverage Report attached to the CSA Agreement ("Equipment") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the CSA Agreement. The CSA Agreement and any rights or obligations thereunder may not be assigned by either party without the advance written consent of the other.

(b) The terms and conditions of this CSA Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of NAC. NAC's performance under this CSA Agreement is expressly conditioned on Customer's assenting to all of the terms of this CSA Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to NAC by Customer relating to this subject matter.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.2 This CSA Agreement shall automatically renew for successive one (1) year periods beginning on the anniversary date of the original term as set forth in the Proposal, unless stated otherwise in the CSA Agreement.

1.3 Either party may terminate or amend this CSA Agreement by giving the other party at least thirty (30) days prior written notice of such amendments or intent not to renew after the original term.

1.4 This CSA Agreement shall be governed by and enforced in accordance with the laws of the State of Minnesota.

1.5 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide NAC with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and NAC will, in its discretion, act accordingly.

1.6 NAC will be permitted to control and/or operate all Equipment necessary to perform the Services.

### **Article 2: Equipment Testing, Inspection and Maintenance**

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this CSA Agreement or the first scheduled inspection, NAC will have inspected all the Equipment.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. NAC will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of NAC.

### **Article 3: Charges, Fees and Invoices**

3.1 Payments to be made under this CSA Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this CSA Agreement; (b) Services performed other than during NAC's normal working hours; and (c) Service performed on equipment not covered by this CSA Agreement.

3.2 Invoices are due net 30 days or otherwise as may be set forth therein. If any payment is not received net 30, NAC may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments.

### **Article 4: Allocation of Risk**

4.1 (a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by NAC or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. (b) Labor for all Services under this CSA Agreement is warranted for 90 days after the work is performed.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than NAC or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per NAC's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by NAC or not bearing NAC's nameplate.

4.3 NAC will indemnify Customer from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from NAC's or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. NAC's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than NAC.

### **Article 5: Customer Responsibilities**

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify NAC of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.

5.3 Customer will provide NAC with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

### **Article 6: Limitations of Maintenance or Service Obligations**

6.1 NAC will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. NAC assumes no responsibility for any service performed on any Equipment other than by NAC or its agents.

6.2 NAC shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 NAC is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 NAC shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches required from pipes and duct work including any venting or draining systems.