PLANNED AND PROVIDED BY:
DAVID GRASS

EGAN

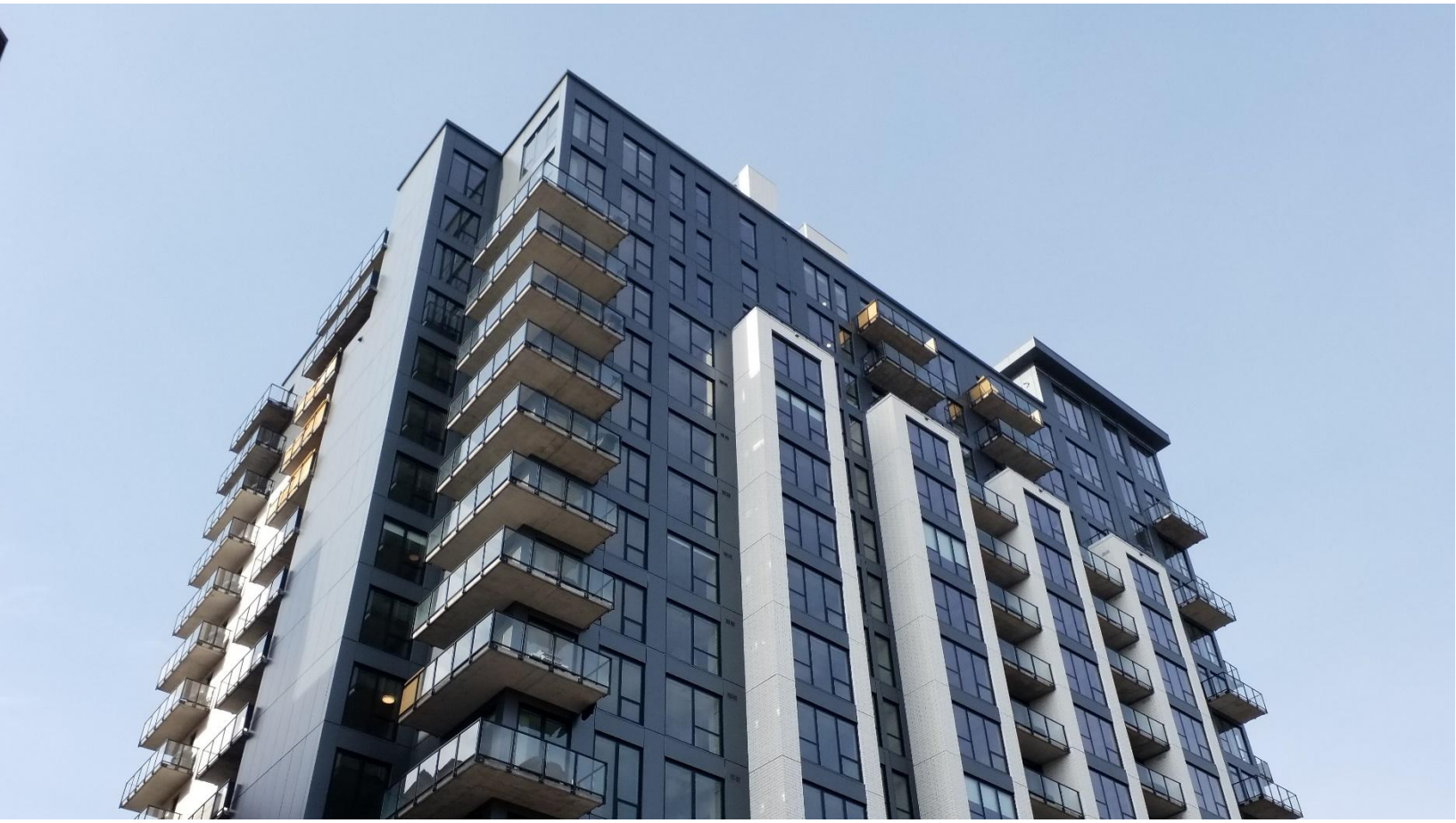
WELCOME *ST CROIX PREPARATORY ACADEMY*

TO YOUR HVAC MAINTENANCE PLAN



SECTION CONTENTS

1. **WELCOME!** – A letter welcoming you to Preventative Maintenance Planning by **Egan Company**.
2. **EXECUTIVE SUMMARY**– Description of both parties in this Agreement.
3. **SOW** – Statement of Work.
4. **EQUIPMENT AND TASKING** – Both a full description and the exact tasking for each piece of equipment.
5. **SPECIAL PROVISIONS** – Details of special conditions and agreements both parties have come to.
6. **TERMS AND CONDITIONS** – A clear and transparent description of non-technical language of this Agreement.
7. **APPROVALS** – The page where both parties give their go ahead.



The contents of this Plan are proprietary. Thank you for protecting all information contained herein. This Plan contains all details relevant to scope of work, project specifications, pricing, and terms.

WELCOME!

Dear ST CROIX PREPARATORY ACADEMY,

We appreciate your consideration of our *Preventative Maintenance Plan*.

As a maintenance customer, you are given Preferred Rates for any service calls, not including overtime rates or truck charges (if applicable).

Egan Company services are designed to assure you that your equipment or systems will be maintained on a scheduled basis with tasks and times needed and supported by our 24-hour emergency service.

With Egan Company you will have an assigned account manager to ensure your needs are being met.

Upon completion of any work performed by Egan Company on site we will begin to electronically process the detailed and digital work order and notes from the technician's handheld device.

For prompt start-up of your Preventative Maintenance Plan, please sign this Agreement and return it to us indicating approval for Egan Company to begin service.

It will be our pleasure to serve you, and Egan Company values that privilege.

Thank you,

DAVID GRASS
612-501-8901
dgg@eganco.com
Egan Company

EXECUTIVE SUMMARY

This Maintenance Agreement is by and between:
Egan Company and **ST CROIX PREPARATORY ACADEMY** The following pages describe the Plan and its coverage.

By and Between

ST CROIX PREPARATORY ACADEMY

Bill Blotske
4260 STAGECOACH TRAIL NORTH
STILLWATER, MN, 55082

CONTRACT ID: 96128

DATE FROM: 10/1/2026

EGAN COMPANY

11611 Business Park Blvd NW

Champlin, MN 55316

CONTRACT TYPE:

DATE TO: 9/30/2027

Locations covered by this Agreement:

Proposal Number	Location Name	Address
872	ST CROIX PREPARATORY ACADEMY	4260 STAGECOACH TRAIL NORTH, STILLWATER, MN, 55082

Total Annual Plan Price: $24,617.00

Invoicing: $6,154.25 Quarterly

SOW – Statement of Work

4260 STAGECOACH TRAIL NORTH

System: **BOILER**

Equipment Id	Description	Model	Serial	Location
59423	BLR 1	KN-10	KN-H-NET-M09-2856	BOILER ROOM
59424	BLR 2	DB1050	120851973	BOILER ROOM
59425	BLR 3	DB1050	120851972	BOILER ROOM
59426	BLR 4	DB600	091262743	BOILER ROOM

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
			X						X		

System: **MECHANICAL**

Equipment Id	Description	Model	Serial	Location
59406	RTU 1		200902-BNGU05166	ROOF
59407	RTU 2	RN-020-3-0-BA02-349	200902-ANGP05147	ROOF
59408	RTU 3	RN-026-3-0-BA02-3C9	200902-BNGS05167	ROOF
59409	RTU 4	RN-031-3-0-BB02-3C9	200902-BNGU05168	ROOF
59410	RTU 5	RN-020-0-0-BA02-349	200902-ANGP05148	ROOF
59411	RTU 6	RN-020-3-0-BA02-349	200902-ANGPO5149	ROOF
59412	RTU 7	RN-018-3-0-BA02-349	200902-ANGN05151	ROOF
59413	RTU 8	RN-018-3-0-BA02-349	200902-ANGNO5150	ROOF
59414	RTU 9	RM-015-3-0-BA02-342	200902-AMGL47753	ROOF
59415	RTU 10	RM-015-3-0-BA02-342	200902-AMGL47754	ROOF
59416	RTU 11	RM-015-3-0-BA02-342	200902-AMGL47755	ROOF
59417	RTU 12	RN-030-3-0-EB09-389	201301-BNGT26443	ROOF

59418	RTU 13	RN-008-3-0-E60E-3L9	201301-ANGH26427	ROOF
59419	RTU 14	RN-020-3-0-EB09-284	201301-BNGP26444	ROOF
59420	RTU 15	RQ-005-3-V-EA09-272	201301-AYGE04528	ROOF
59421	RTU 16	RN-008-3-0-EA09-2L2	201301-ANGH26428	ROOF
59422	RTU 17		201709-BNGR63484	AUX BUILDING
59427	EF01	135 ACE 13503B	2975045843-00/0000701	ROOF
59428	EF02	70 ACE 70C2B	975SC45843-00/0004201	ROOF
59429	EF03	135 ACE 135C3B	297SC45843-00/0005701	ROOF
59430	EF04	70 ACE 70C2B	297SC45843-00/0007201	ROOF
59431	EF05	135 ACE 135C3B	297SC45843-00/0005702	ROOF
59432	EF06	135 ACE 135C3B	297SC45843-00/0005703	ROOF
59433	EF07	70 ACE 7002B	297SC45843-00/0004202	ROOF
59434	EF08	70 ACE 70C2B	297SC4583-00/0008401	ROOF
59435	EF09	135 ACE 135C4B	297SC4583-00/0009601	ROOF
59436	EF10	165 ACE 165C5B	297SC45843-00/0001901	ROOF
59437	EF11	70 ACE 70C2B	297SC45843-00/0004203	ROOF
59438	EF12	100 VCR 100V3B	297SC45843-00/0003101	ROOF
59439	EF13	6-095-V6-4-X	13071608 1211	ROOF
59440	MUA EF	USBI15DD-RM	JOB # 2697922	ROOF
59441	MUA1	A1-D.250-G10-MPU	JOB # 2697922	ROOF
59442	CU01	24ABB330A510	2616E04510	ROOF
59443	CU02	24ABB330A510	2916E11489	ROOF
59444	CRAC			ROOF

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
X			X			X			X		

SPECIAL PROVISIONS

- HVAC planned maintenance on RTU's (4 times annually)
- Exhaust Fan planned maintenance (1 time annually)
- RTU filter replacement (4 times annually)
- Boiler maintenance (2 times annually April and October)
- Make-up air maintenance (1 time annually)
- Entrance door heater maintenance (1 time annually)
- Belts Replaced on all RTU's and exhaust fans (1 time annually)
- AC condenser coil cleaning (1 time annually)
- Complete belts and filters provided by Egan
- Written/electronic reports for all services
- Preferred service rates for all services
- 24/7 emergency service availability

SPECIAL PROVISIONS

- Work will be performed during normal business hours with access to all equipment listed.
- All belts and filters provided by Egan.
- All repairs will be performed under T&M with preferred rates pending customer approval.
- Any cost increases for materials that arise due to federal, state, or local government-imposed tariffs, import fees, country of origin requirements, or other government-imposed programs that were not in place at the time this Proposal was submitted will be treated as a pass-through cost that will increase the Contract Price but will not be subject to Egan's fee.



TERMS AND CONDITIONS

1. **HOURS** – Planned maintenance service will be performed during normal working hours (defined as 7:00am to 4:30pm Monday through Friday inclusive, excluding holidays)
2. **ACCESS** – Reasonable means of access to the equipment being maintained shall be provided by the owner. Egan Company (EGAN) shall be permitted to start and stop all equipment necessary to perform the services agreed to in this Agreement.
3. **LIABILITY** – EGAN shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to natural disasters, acts of the owner or owner's agent, acts of government, civil commotion, fire, theft, corrosion, electrolytic action, lightning, electrical abnormalities, freeze-ups, strikes, lock-outs, differences with other trades, malicious mischief, explosions, or delays in transportation. EGAN responsibility for injury or damage to persons or property that may be caused by or arise through the maintenance service, or use of the system(s) shall be limited to injury or damages caused directly by our negligence in performing or failing to perform the services called for by this Agreement. In no event shall EGAN be liable for loss of profits or indirect, consequential or incidental damages. Customer does hereby for itself and other parties claiming under it, release and discharge Egan from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against EGAN.
4. **FIRE SECURITY LIMITS OF LIABILITY** – It is understood and agreed by the parties hereto that to the extent EGAN performs work on Fire and/or Security Systems, that work is designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the services as described herein and are unrelated to the value of any property located on the Customer's premises; that EGAN is not liable for losses which may occur in the maintenance, monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Egan's negligence or failure of performance; that EGAN is not liable for losses resulting from failure to warn or inadequate training; that EGAN is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer.
5. **FIRE SECURITY LIQUIDATED DAMAGES** – It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the fire and/or security system or fire and/or security services provided, due to the uncertain value of the Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert. Therefore, if the FIRE SECURITY LIMITS OF LIABILITY article is judicially determined to be invalid or unenforceable and any liability is judicially imposed on EGAN, its employees, agents or representatives, for property damage or personal injury, such liability shall be limited to an amount of $1,000. The payment of this amount shall be EGAN's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of obligations under this contract or by negligence, active or otherwise, of EGAN, its employees, agents or representatives. No suit or action shall be brought against EGAN more than one year after the accrual of the cause of action thereof.
6. **CUSTOMER INDEMNITY**-- The Customer shall indemnify and hold harmless EGAN and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of, or resulting from the Owner's indoor air quality. Where EGAN provides services related to fire and/or security system, the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises and for protecting against losses to its own property or the property of others in its premises. Customer agrees to indemnify, defend and hold harmless EGAN, its employees, assigns and agents from and against all claims, lawsuits and losses, by persons not a party to this Agreement, alleged to be caused by the improper operation of the fire and/or security system, whether due to malfunctioning or nonfunctioning of the fire and/or security system or the negligence performance or non-performance by Egan of the maintenance, monitoring, signal-handling or dispatching aspects of the fire and/or security system service.

7. **CENTRAL MONITORING STATION SERVICES** – For those services related to use of a central monitoring station, the parties agree that upon receipt of an alarm signal from Customer's premises, the central monitoring station shall (unless previously instructed otherwise by Customer) make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or Customer designated agency having jurisdiction or responsibility. The central monitoring station shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, EGAN shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customer's premises to determine whether an emergency condition exists. Customer agrees that telephone calls received or transmitted by the central monitoring station, including the receipt and transmission of alarm signals, may be electronically recorded and that Customer consents to such records.

   Customer understands that due to the nature of the method used for communicating alarm signals to the central monitoring station there may be times when that communication method is not able to transmit signals and the central monitoring station will not receive alarm signals.

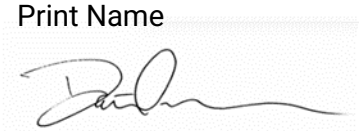
   In case of possible communication method trouble detected by EGAN, EGAN may contact the communication method provided and request that it determine the location of the trouble, if unknown to EGAN. When the trouble has been traced to a Customer, EGAN will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes necessary, EGAN shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair. It is understood that the communication method provided is not the agent of EGAN and EGAN shall not be liable for the communication method provider's negligence performance or delay in performance

8. **RENEWAL AND TERMINATION -** The Agreement shall commence on the first day following EGAN's receipt of Customer's signed Service Agreement and renew annually unless it is canceled by either party by giving 30 days' written notice.
9. **ASSIGNMENT --** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, which shall not be unreasonably withheld. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.
10. **PRICE ADJUSTMENT** – This agreement price will be adjusted, at time of renewal, according to Minneapolis/St. Paul's annual Consumer Price Index at the end of the prior calendar year (not to exceed 4%).
11. **FILTER DISPOSAL** – Customer agrees to allow disposal of all replaced filters on site. If filter disposal is not allowed on premises, customer agrees to reimburse EGAN for labor to transport and dispose of filters off site.
12. **PAYMENT TERMS** – This agreement is subject to approval by the credit department of EGAN. Terms are net 30 days from the date of invoice. EGAN reserves the right to discontinue this maintenance service at any time, without notice, unless all payments under this contract have been made as agreed. Purchaser agrees to pay EGAN interest at 18% annum, plus EGAN's costs of collection, including attorney's fees, on any payments not made when due. In addition to the price stated herein, Customer agrees to pay any and all sales or use taxes or other impositions or levies by municipal, state or federal authorities in connection with the Services to be performed by Egan.
13. **EXCLUSION OF WARRANTIES** – EGAN has made no warranties, express or implied, and no representations with respect to the performance and fitness of the equipment. Inspection shall not constitute an approval or guarantee of equipment condition or system design and performance. Services to be performed under this Agreement are not a guarantee against normal wear and obsolescence.
14. **SOFTWARE SUPPORT** – CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. EGAN shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.
15. **ASBESTOS** – This Agreement does not include the detection, abatement, encapsulation or removal of asbestos or products, materials or equipment containing asbestos. In the event that EGAN encounters asbestos or an asbestos product, it has the right to discontinue all work until proper identification and abatement is completed. Also, under these conditions, EGAN shall receive an extension of time to complete its work and/or comply with its obligations under this Agreement.

APPROVALS

- Egan shall provide the services in accordance with the attached documents, terms and conditions and other attachments which are made part of this agreement.
- Under this Agreement, Egan will be available for regular and 24/7 emergency service.
- For service, call locally **763-595-4300** or toll free **1-866-ASK-EGAN** (1-866-275-3426).
- Service agreement customers will receive scheduling preference over non-contract customers.
- Services not specified under this agreement, performed with your authorization, will be billed at our preferred agreement service rates. These reduced rates apply to our automation, electrical, fire alarm, mechanical, plumbing, and security services.
- This agreement shall continue in effect for a period of one (1) years and from year to year thereafter unless discontinued by either party with 30 days' written notice.

By providing your signatures below, you state you are authorized to approve this Agreement for your company as approved below.

ST CROIX PREPARATORY ACADEMY	**Egan Company**
	DAVID GRASS
Print Name	Print Name
	
Signature	Signature
	Account Manager
Title	Title
	September 3, 2026
Date	Date