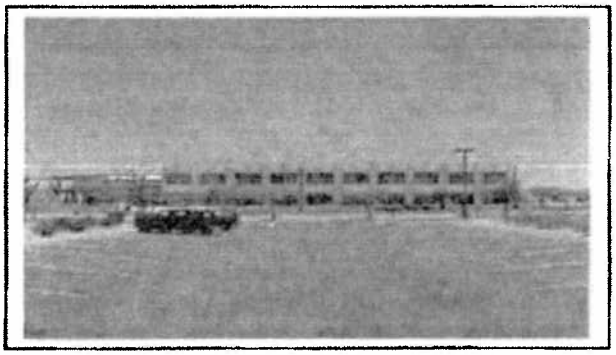
EMCOR Service
Mesa Energy Systems

COMMERCIAL BUILDING MECHANICAL AND AUTOMATION SERVICES FOR:



PALO VERDE COMMUNITY COLLEGE
ONE COLLEGE DRIVE
BLYTHE, Ca. 92225

Quarterly / Annual Inspection Proposal

Prepared By:
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Introduction:

We would like to thank PALO VERDE COLLEGE for this opportunity to propose the following custom mechanical maintenance program for your heating, air conditioning and/or ventilation equipment. The maintenance program you are about to view has been assembled and developed specifically for PALO VERDE COLLEGE with the objective of reducing overall operating expenses and costs.

EMCOR Service has invested time and resources for PALO VERDE COLLEGE in order to detect and demonstrate the overall savings that can be realized by PALO VERDE COLLEGE with a proper pro-active maintenance program on one of your building's largest budget items, the mechanical system. We have invested this time so that we may lay a solid foundation for a long term partnering system in the maintenance and servicing approach you choose for your buildings mechanical systems.

The benefits of selecting an EMCOR Services pro-active maintenance program have been shown by studies to include:

- **Empowerment of buildings mechanical systems by service provider**
- **Higher quality materials and parts**
- **Decreased utility waste**
- **Controlled budgets and forecasts**
- **Improved indoor air quality**
- **Optimized comfort control**
- **Reduced administration time**
- **On site consultation services**
- **Priority service 24/7—**

Our goal is to help PALO VERDE COLLEGE control annual budgets and operating costs through a pro-active blend of predictive, diagnostic and thorough maintenance services program.

EMCOR Service:

Some **significant** differences are:

- **ISO 9001:2000 Certified**
- **Industry Leader in Safety – 64% lower than avg.**
- **Fortune 500 Company**
- **Over 6 Billion in Annual Revenue**
- **Over 300 Service Vehicles in California**
- **Energy Efficient Technology Leader**
- **Electronic Reporting/Dispatching System**
- **Turn-Key Solutions Including CCTV, Piping, Engineering and Handyman**

Program Features:

Scheduled Inspections:
EMCOR Service can visit your facility on a routine schedule to perform inspection tasks. These tasks are defined in *Maintenance Tasks* and include as applicable the inspection of:

- Coils Cleanliness
- Compressor operations
- Motor operations
- Voltage and amp draws
- Refrigerant Levels by sight glass and temp
- Condensate drain
- Oil levels by sight glass
- Water Level Confirmation
- Electrical/Relays and Contactors at Equipment
- Heat exchangers Integrity
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Operating/Safety Controls

Preventive Maintenance Actions:
During scheduled inspection visits, EMCOR Service can provide pro-active hands-on maintenance services designed to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and include as applicable:

- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Refrigerant charge recommendations
- Condenser Coil Inspection
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis
- Equipment Inspection

Filter Service:
EMCOR Service can conduct filter services/changes scheduled at a frequency designed for best operating conditions and overall value to PALO VERDE COLLEGE. Type and frequency of service is determined based on observed and expressed needs. Filter service includes as applicable:

To be changed by In house staff

Water Treatment Service:
EMCOR Service can conduct scheduled visits to test, analyze and adjust water treatment levels as applicable. This service can include chemicals required to maintain levels within industry specifications.

Outdoor Coil Cleaning Service:

To be performed by In house staff

Priority Service:
PALO VERDE COLLEGE can receive priority service over all non EMCOR Service maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:
As an EMCOR Service maintenance customer, PALO VERDE COLLEGE can receive a discounted rate for all service and repair labor over non-maintenance customers. Currently this discount is at 15% and pertains to all work performed outside the scope of this agreement.

EMCOR SERVICE
Quarterly Preventative Maintenance Plan

Program: Quarterly Maintenance

Quarterly Maintenance Schedule			
Building	Discipline	PM Type	Months Due
Gymnasium	HVAC	Annual	Feb
Technology	HVAC	Quarterly	Feb, May, Aug,
Technology	HVAC	Annual	Nov
Technology	VFD Drives	Annual	March
Technology	Automation	Semi Annual	April, Oct
PAC	HVAC	Quarterly	Feb, May, Aug,
PAC	HVAC	Annual	Dec
PAC	VFD Drives	Annual	April
PAC	Automation	Semi Annual	April, Oct
CL Building	HVAC	Quarterly	Feb, May, Aug,
CL Building	HVAC	Annual	Jan
CL Building	VFD Drives	Annual	May
CL Building	Automation	Semi Annual	April, Oct
CS Building	HVAC	Quarterly	Feb, May, Aug,
CS Building	HVAC	Annual	Feb
CS Building	VFD Drives	Annual	June
CS Building	Automation	Semi Annual	April, Oct

Services: (X) Indicates Included Services

	Service	Annual Services
X	**Preventive Maintenance Actions**	4
X	**DDC Controls and Hardware**	2
X	**Water Treatment Service**	1
X	**Priority Service**	*Year Round*
X	**Preferred Customer Discount**	*Year Round*
X	**Electronic Dispatch & Documentation**	*Year Round*

Special Provisions:

Our services will be performed as outlined for an annual price of **$39,202.** This amount will be billed monthly at **$3,266.** *Upgrades will be billed accordingly as required or as service(s) is /are performed.*

This agreement defines the understanding of services between EMCOR Service and PALO VERDE COLLEGE. This agreement shall begin on **Customers Acceptance Date**, unless checked, initialed and noted otherwise here:

☐ *Month/Year:* / 2012 Customer Initials [ ] EMCOR Service Initials [ ]

and continue for a period of **one (1) year.** This agreement will renew on anniversary date unless either party gives written notice at least thirty (30) days prior to anniversary date to terminate agreement.

Customer Acceptance:

Denise Whittaker
Signature

Denise Whittaker
Printed Name

Asst. Superintendent / President
Title

8-29-12
Date

EMCOR Service Acceptance:

Signature

David Geith
Printed Name

Service Manager
Title

August 20, 2012
Date

Terms and Conditions:

A. Unless stated otherwise in this agreement, planned and or routine maintenance services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday. SENTRY MAINTENANCE AGREEMENT Service will be 24 hours and all material and labor costs will be at no-charge for covered equipment.

B. The guarantees and services provided under the scope of this agreement are conditioned upon *PALO VERDE COLLEGE* operating and maintaining systems/equipment. *PALO VERDE COLLEGE* will do so in accordance with industry-accepted practices and in consideration of our recommendations.

C. *PALO VERDE COLLEGE* will provide and permit reasonable access to all covered equipment. EMCOR Service 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. For SENTRY MAINTENANCE AGREEMENTS only, this proposal presupposes that all pieces of equipment are in proper operating condition. EMCOR Service shall inspect and report to the *PALO VERDE COLLEGE* any malfunctions and defects within (30) thirty days after commencement of the contract. If the equipment cannot be operated within the (30) thirty 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 EMCOR Service to make recommendations and to assist the *PALO VERDE COLLEGE* in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the *PALO VERDE COLLEGE* 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. For SENTRY MAINTENANCE AGREEMENTS only, it is agreed that the repair, replacement, and emergency service provisions apply only to the functional internal components and parts of equipment listed in Appendix A. Repair and replacement of non-maintainable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, inter-connecting piping, main power service and electrical distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded. In the case of refrigeration system 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 thereof, in no case shall EMCOR Service include repair or replacement of door, cabinet or door/cabinet gaskets.

F. For PROTECT MAINTENANCE AGREEMENTS, 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 *PALO VERDE COLLEGE* in accordance with EMCOR Service's currently established rates.

G. For SENTRY MAINTENANCE AGREEMENTS, in the unlikely event of failure to perform its obligations, EMCOR Service's liability is limited to repair or replacement as its option, and such shall be *PALO VERDE COLLEGE's* sole remedy. Under no circumstances will EMCOR Service be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of *PALO VERDE COLLEGE's* tenants or clients, or any special, indirect or consequential damage.

H. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).

I. EMCOR Service 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 any cause beyond reasonable control.

J. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

K. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.

L. 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 by *EMCOR Service*. Unless otherwise agreed upon, also excluded is the furnishing of materials and supplies for painting or refurbishing of equipment.

M. EMCOR Service 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.

N. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.

O. 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.

P. EMCOR Service 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. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

Q. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

R. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a *PALO VERDE COLLEGE's* request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.

S. EMCOR Service's 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. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.

T. Annual pricing adjustments may be applicable upon anniversary renewal date.

U. 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, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.

V. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.

W. The *PALO VERDE COLLEGE* agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.

X. The *PALO VERDE COLLEGE* acknowledges and agrees that any purchase order issued by *PALO VERDE COLLEGE*, in accordance with this Agreement, is intended only to establish payment authority for *PALO VERDE COLLEGE's* 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 the *PALO VERDE COLLEGE's* purchase order will have any force or effect.

Equipment To Be Serviced:

See Attached Equipment List.

Maintenance Tasking:

EXHAUST FANS

1. Inspect belts and adjust as required.
2. Lubricate motor and bearings as required.
3. Inspect starters, disconnect and clean contacts.

FAN COIL UNITS

1. Inspect motor. Clean and lubricate.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe and clean as required.
5. Inspect belt and adjust tension.
6. Test operation unit internal on-off switch.
7. Change filters per filter schedule. If approved.

CENTRAL FAN SYSTEMS – AIR HANDLERS

1. Check and clean fan assembly.
2. Lubricate fan bearings per manufacturer's recommendation.
3. Lubricate motor bearings per manufacturer's recommendation.
4. Check belts and sheaves. Replace and adjust when authorized.
5. Tighten all nuts and bolts.
6. Check motor mounts and vibration pads. Adjust as required.
7. Check motor operating conditions.
8. Inspect electrical connections and contactors.
9. Lubricate and adjust associated dampers and linkage.
10. Check fan operation.
11. Clean outside air intake screen.
12. Check and clean drains and drain pans. (Annually)
13. Inspect filters
14. Check heating and cooling coils.

BOILERS

1. Inspect fireside of boiler and record condition. (Annually)
2. Brush soot and dirt from flues and combustion chamber. (Annually)
3. Inspect firebrick and refractory for defects. (Annually)
4. Visually inspect boiler pressure vessel for possible leaks and record condition.
5. Disassemble, inspect and clean low-water cutoff. (Annually)
6. Check hand valves and automatic feed equipment.
7. Inspect, clean and lubricate the burner and combustion air equipment. (Annually)
8. Reassemble boiler.
9. Check fuel piping for leaks and proper support.
10. Check burner sequence of operation and combustion air equipment.
11. Review manufacturer's recommendation for boiler and burner start-up.
12. Check fuel supply.

13. Check auxiliary equipment operation.
14. Inspect burner, boiler and controls prior to start-up.
15. Start burner, check operating controls.
16. Test safety controls.

CHILLERS

1. Report to customer upon arrival
2. Leak check with electronic leak detector.
3. Secure circuits, lock out and tag.
4. Review and evaluate log readings.
5. Calibrate transducers
6. Calibrate operating controls.
7. Pull oil sample for analysis
8. Check gauges/Indicator lights.
9. Inspect starter.
10. Inspect starter fuses and heaters
11. Inspect starter wire insulation.
12. Megger compressor motor.
13. Restore power.
14. Clean up work station.
15. Report to customer, advise and obtain signature.

PUMPS

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations
3. Tighten all nuts and bolts. Check motor mounts and vibration pads. Replace and adjust when authorized.
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Check and clean strainers and check hand valves. (Annually)
8. Inspect mechanical seals. Inspect pump packing.
9. Verify gauges for accuracy.

VARIABLE FREQUENCY DRIVES

1. Inspect and tighten all nuts, bolts, and retaining devices on mechanical assemblies and mounting brackets.
2. Verify all electrical connections are at proper torque settings.
3. Clean/Change all cooling filters and grills if applicable.
4. Remove all dirt and dust that has penetrated the unit interior or accumulated on the processor boards using high-pressure nitrogen.
5. Verify and record all inverter settings.
6. Verify and all internal power supplies, and logic outputs. Record as applicable.
7. Check proper operation of DC buss capacitors.
8. Calibrate all external controls related to the operation of the inverter.
9. Provide and recommendations for repair, parameter changes, etc. in written form.