

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and PrivITation Consulting Corp., a California Corporation, whose address of record is 5442 Lafayette Avenue, Fresno, California 93711, (hereinafter referred to as "Consultant").

WHEREAS, City needs to maintain building heating, air conditioning and automation equipment at the Police Department Central Station and at City Hall; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide to provide maintenance services to building heating, air conditioning and automation equipment.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the maintenance services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2024.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$18,972.00.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

BY: _____
Assistant/Deputy City Clerk

BY: MOJ 6-6-2023
City Attorney Date

BY: _____
Verified by Finance Officer

CONSULTANT
PRIVITATION CONSULTING CORP.,
A California Corporation

BY: 91D530CA70954A7...
(Signature)

Ranita Brazell

(Typed Name)

Its: President
(Title)

BY: 91D530CA70954A7...
(Signature)

Ranita Brazell

(Typed Name)

Its: President
(Title)

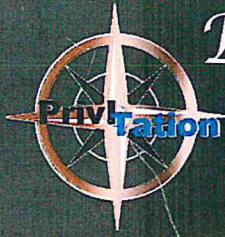
Taxpayer I.D. No. 843,705,811.00

ADDRESS: 5442 Lafayette Avenue
Fresno, CA 93711

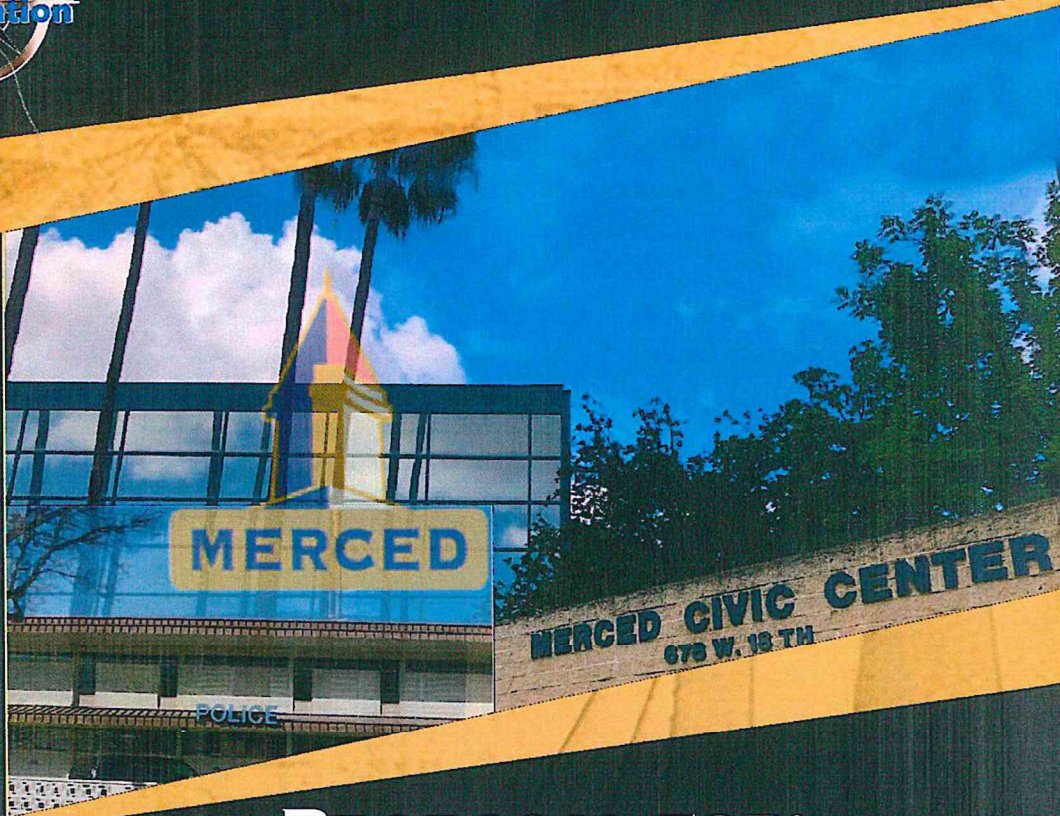
TELEPHONE: (559) 705-1050

FAX: _____

E-MAIL: bbrazell@privitation.com



PrivITation Energy Solutions



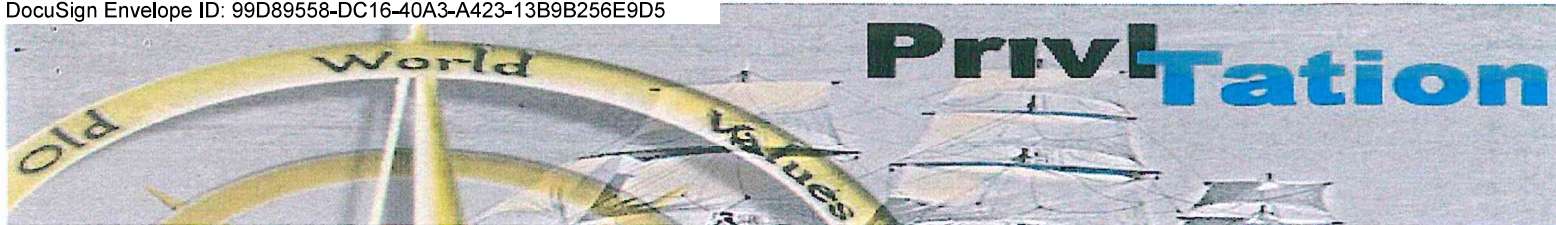
PROPOSAL FOR: CITY OF MERCED POLICE DEPARTMENT AND CIVIC CENTER AUTOMATION PREVENTATIVE MAINTENANCE

Site Locations:
Merced Police Department
611 W 22nd St
Merced, CA 95340

Merced Civic Center
678 W 18th St
Merced, CA 95340

Site Contact:
City of Merced
Wallace Broughton
1776 Grogan Ave.
Merced, CA 95340
BroughtonW@CityofMerced.org

EXHIBIT "A"



DEAR WALLACE,

PRIVITATION ENERGY SOLUTIONS APPRECIATES THE OPPORTUNITY TO PROVIDE YOU WITH OUR COMPREHENSIVE BUILDING AUTOMATION SYSTEM MAINTENANCE AGREEMENT. OUR GOAL IS TO PROVIDE OPTIMAL ENERGY EFFICIENCY THROUGH THE CAREFUL AND PRECISE MAINTENANCE AND CALIBRATION OF THE AUTOMATION SYSTEMS CURRENTLY CONTROLLING UTILITIES AT THE CITY OF MERCED POLICE DEPARTMENT AND CIVIC CENTER BUILDINGS.

DURING SCHEDULED MAINTENANCE VISITS, OUR TECHNICIANS WILL ENSURE OPTIMAL EFFICIENCY THROUGH A SERIES OF REGULARLY PERFORMED TESTS, UPDATES, BACKUPS, DIAGNOSTICS, AND CALIBRATIONS. THEY WILL ALSO KEEP DETAILED REPORTS OF ALL TASKS PERFORMED AND OF ANY FAULTY EQUIPMENT, IRREGULARITIES, OR OTHER CONCERNS THAT THE CITY OF MERCED SHOULD BE AWARE OF. BY DOING SO, WE HOPE TO BUILD A LASTING FOUNDATION OF TRUST AND CONFIDENCE BETWEEN PRIVITATION AND THE CITY OF MERCED.

THE FOLLOWING PROPOSAL AND SCOPE OF WORK OUTLINES THE SERVICES THAT WILL BE PERFORMED, THE FREQUENCY OF THOSE SERVICES, AND THE TERMS FOR THE SERVICE. WE ARE CONFIDENT THAT THIS AGREEMENT IS WILL BOTH SAVE THE CITY OF MERCED COST OF UTILITIES FOR THESE BUILDINGS AS WELL AS ALLEVIATE CONCERN FOR THEM.

OUR TECHNICIANS ARE TRAINED AND HAVE EXTENSIVE EXPERIENCE IN MECHANICAL AND AUTOMATION SYSTEMS. THIS COMBINATION ALLOWS THEM TO UNDERSTAND YOUR SYSTEM AND BUILDING AS A WHOLE IN ASCERTAINING NECESSARY CORRECTIONS, REPLACEMENTS, CALIBRATIONS, AND UPGRADES.

THANK YOU FOR YOUR TIME IN REVIEWING OUR PROPOSAL. PLEASE FEEL FREE TO

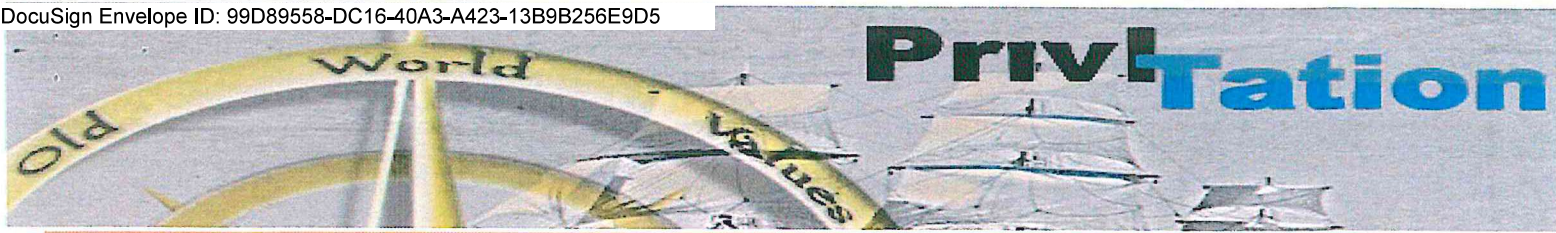
SINCERELY,



Brian J Brazell

DIRECTOR OF AUTOMATION

BBRAZELL@PRIVITATION.COM



SUMMARY OF MECHANICAL EQUIPMENT

MECHANICAL EQUIPMENT

CHILLER SYSTEMS

QTY	MANUFACTURER	MODEL	SERIAL	DESCRIPTION
1	TRANE	RTAC2004UJ0HUAFNL1NY	U05D01517	AIR COOLED
1	TRANE	CGAM052A2F02AXD2A1A1	412A27550	AIR COOLED

BOILER SYSTEMS

QTY	MANUFACTURER	MODEL	SERIAL	DESCRIPTION
1	RBI	MB1250	010952169	GAS FIRED
1	RBI	MB1250	120852126	GAS FIRED
1	RAYPACK	H3-0514	0201191360	GAS FIRED

AUTOMATION EQUIPMENT

GLOBAL CONTROLLERS / SUPERVISORS / WORK STATIONS / SERVER

QTY	MANUFACTURER	DESCRIPTION
4	SIEMENS	APOGEE PXCM AND TECS
1	DISTECH CONTROL	ECLYPSE S-1000 ADVANCED SERVER

Equipment Summary



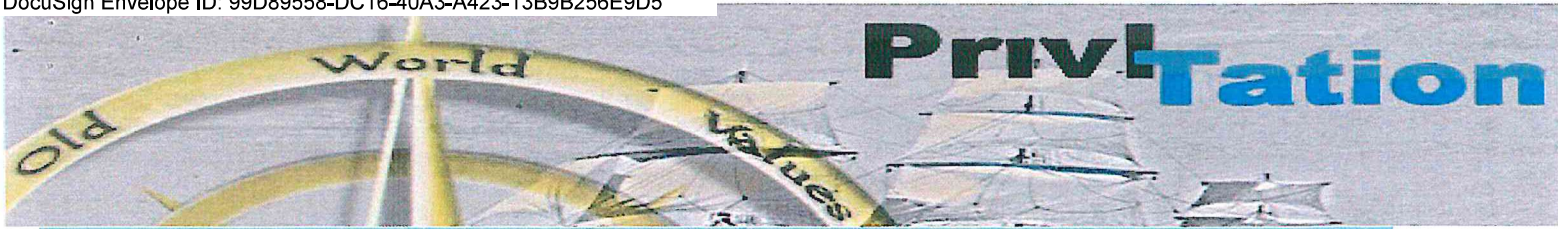
AUTOMATION MAINTENANCE TASKS

GLOBAL CONTROLLERS TASKS

- **CONTROL PANEL INSPECTION & CLEANING**
- **PERFORM BACKUP AND UPGRADE OF CONTROLLER DATABASES**
- **INSPECT CONTROLLER ALARMS AND LOGS AND CHECK FOR ANY FAILURES AND/OR IRREGULARITIES**
- **INSPECT NETWORK TRAFFIC ON ALL NETWORKS/TUNE NETWORKS**
- **INSPECT GRAPHICS AND USER INTERFACE FOR FUNCTIONALITY**
- **INSPECT AUDIT AND LOG HISTORY FOR ANOMALIES**
- **PROVIDE USER ACCESS UPDATES AND SECURITY LEVELS**

SUPERVISOR TASKING

- **PERFORM BACKUP AND UPGRADE OF SUPERVISOR DATABASE**
- **INSPECT NETWORK TRAFFIC ON ALL NETWORKS/TUNE NETWORKS**
- **INSPECT GRAPHICS AND USER INTERFACE FOR FUNCTIONALITY**
- **INSPECT AUDIT AND LOG HISTORY FOR ANOMALIES**
- **PROVIDE USER ACCESS UPDATES AND SECURITY LEVELS**
- **PROVIDE FIRMWARE UPGRADES WHEN RELEASED**
- **PROVIDE RECOMMENDATIONS FOR SOFTWARE UPGRADES**
- **REVIEW AND TEST CRITICAL ALARMING**
- **REVIEW AND TEST PUSH NOTIFICATIONS**



AUTOMATION MAINTENANCE TASKS (CONT.)

WORKSTATION / SERVER TASKS

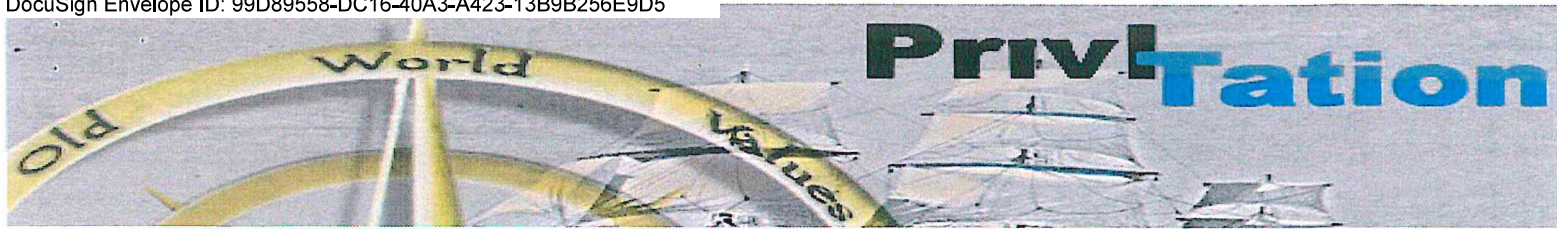
- **VERIFY AND/OR PROVIDE OS UPDATE IF NECESSARY**
- **INSPECT OS PERFORMANCE AND TASKING**
- **INSPECT BROWSERS PERFORMANCE AND UPDATE REQUIREMENTS**

CHILLER PLANT CONTROLLERS TASKS

- **SEQUENCE(S) FUNCTIONAL PERFORMANCE TEST**
- **CONTROL PANEL INSPECTION & CLEANING**
- **VERIFICATION OF SENSORS AND DEVICES**
- **VERIFY DATA VIA INTEGRATION - BACNET, MODBUS, ETC.**
- **CORRECT/REPAIR/REPLACE LABELING**

BOILER/HEATING CONTROLLERS TASKS

- **SEQUENCE(S) FUNCTIONAL PERFORMANCE TEST**
- **CONTROL PANEL INSPECTION & CLEANING**
- **VERIFICATION OF SENSORS AND DEVICES**
- **VERIFY DATA VIA INTEGRATION - BACNET, MODBUS, ETC.**
- **CORRECT/REPAIR/REPLACE LABELING**



AUTOMATION MAINTENANCE TASKS (CONT.)

AIR HANDLER CONTROLLERS TASKS

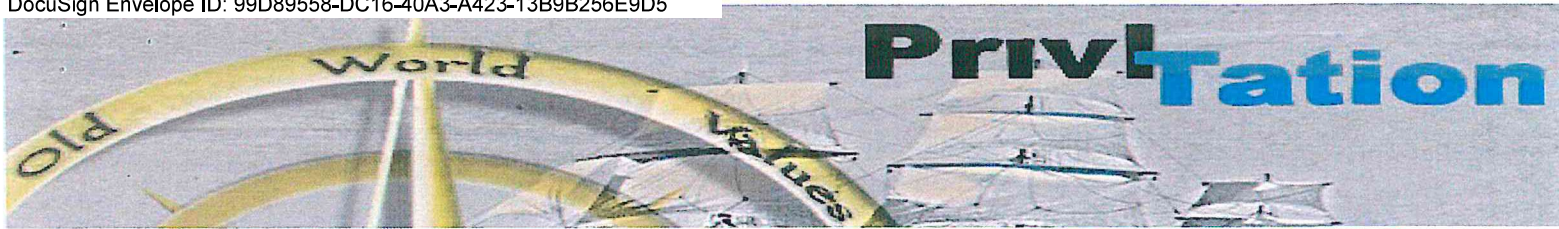
- SEQUENCE(S) FUNCTIONAL PERFORMANCE TEST
- CONTROL PANEL INSPECTION & CLEANING
- VERIFICATION OF SENSORS AND DEVICES
- VERIFY DATA VIA INTEGRATION - BACNET, MODBUS, ETC.
- CORRECT/REPAIR/REPLACE LABELING

FAN COIL CONTROLLERS TASKS

- SEQUENCE(S) FUNCTIONAL PERFORMANCE TEST
- CONTROL PANEL INSPECTION & CLEANING
- CALIBRATE SENSORS AND DEVICES
- VERIFY DATA VIA INTEGRATION - WIRELESS, SMART ROOM
- CORRECT/REPAIR/REPLACE LABELING

VAV BOX CONTROLLERS TASKS

- SEQUENCE(S) FUNCTIONAL PERFORMANCE TEST
- CONTROL PANEL INSPECTION & CLEANING
- VERIFICATION OF SENSORS AND DEVICES
- VERIFY DATA VIA INTEGRATION - WIRELESS, SMART ROOM



MECHANICAL MAINTENANCE TASKS

BOILER OPERATIONAL MAINTENANCE

- VISUALLY INSPECT BOILER PRESSURE VESSEL FOR POSSIBLE LEAKS AND RECORD CONDITION.
- CHECK HAND VALVES AND AUTOMATIC FEED EQUIPMENT. REPACK AND ADJUST AS REQUIRED.
- CHECK FUEL PIPING FOR LEAKS AND PROPER SUPPORT.
- CHECK BURNER SEQUENCE OF OPERATION AND COMBUSTION AIR EQUIPMENT.
- REVIEW MANUFACTURER'S RECOMMENDATION FOR BOILER AND BURNER START-UP.
- CHECK FUEL SUPPLY.
- CHECK AUXILIARY EQUIPMENT OPERATION.
- INSPECT BURNER, BOILER AND CONTROLS PRIOR TO START-UP.
- START BURNER, CHECK OPERATING CONTROLS.
- TEST SAFETY CONTROLS.

BOILER ANNUAL MAINTENANCE

- INCLUDES TASKS 1-10 ABOVE.
- INSPECT FIRESIDE OF BOILER AND RECORD CONDITION.
- BRUSH SOOT AND DIRT FROM COMBUSTION CHAMBER.
- INSPECT FIREBRICK AND REFRACTORY FOR DEFECTS.
- DISASSEMBLE, INSPECT AND CLEAN LOW-WATER CUTOFF.
- INSPECT, CLEAN AND LUBRICATE THE BURNER AND COMBUSTION AIR EQUIPMENT.

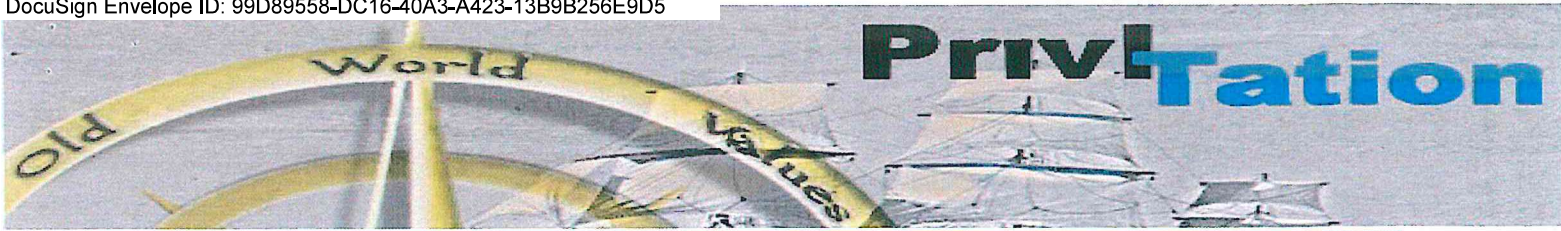
Mechanical Tasks



MECHANICAL MAINTENANCE TASKS (CONT.)

AIR COOLED CHILLER ANNUAL INSPECTION

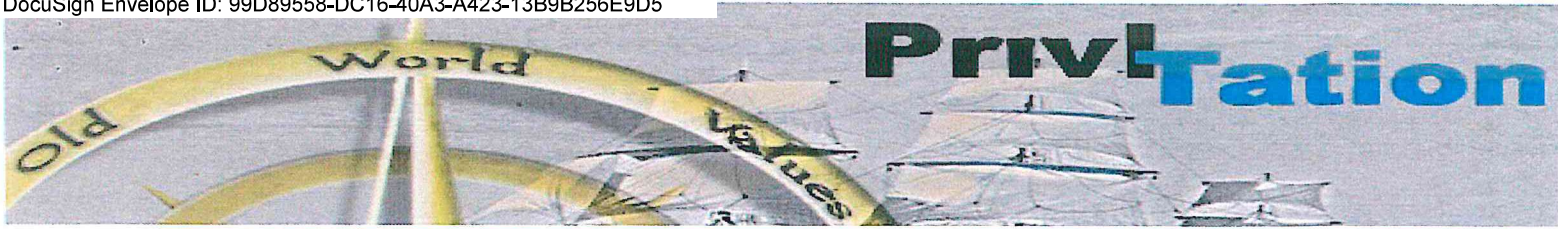
- RUN UNIT AND CHECK OPERATION. ADVISE ON CONDITION OF UNIT BEFORE STARTING ANNUAL SHUTDOWN INSPECTION.
 - VERIFY OPERATION OF OIL HEATER THERMOSTAT.
- LEAK TEST CHILLER PRIOR TO PERFORMING REPAIRS ON CHILLER. ADVISE ON CONDITION.
 - LEAK TEST OF UNIT WILL BE PERFORMED IN COMPLIANCE WITH EPA AND SCAQMD RULE 1415 BY A CERTIFIED AUDITOR. RECORD KEEPING SHALL BE THE RESPONSIBILITY OF THE EQUIPMENT OWNER OR OPERATOR.
 - ALL LEAKS NOT COVERED WITHIN THIS WORK SCOPE SHOULD BE REPAIRED TO CONFORM TO EPA AND SCAQMD RULE 1415 AND EPA 608.
- REMOVE AND STORE OIL CHARGE.
 - REMOVE OIL SAMPLE FOR ANALYSIS.
- CHECK AND CALIBRATE CONTROL SWITCHES PRESSURE AND TEMPERATURE.
 - HIGH PRESSURE
 - OIL PRESSURE
 - MINIMUM OIL PRESSURE
 - REFRIGERANT LOW TEMPERATURE CUT OUT
 - CHILLED WATER LOAD RECYCLE



MECHANICAL MAINTENANCE TASKS (CONT.)

Mechanical Tasks

- **CHECK AND CALIBRATE ALL GAUGES AND THERMOMETERS.**
 - **COOLER, CONDENSER AND OIL PRESSURE GAUGES**
 - **CHILLED WATER INLET AND OUTLET THERMOMETER**
 - **CONDENSER WATER INLET AND OUTLET THERMOMETER**
- **INSPECT, DISASSEMBLE AS NECESSARY, CLEAN AND TIGHTEN ALL ELECTRICAL CONNECTIONS ON THE FOLLOWING:**
 - **COMPRESSOR MOTOR MAGNETIC STARTER**
 - **OIL PUMP MOTOR MAGNETIC STARTER**
 - **CHILLED WATER PUMP MOTOR MAGNETIC STARTER(S)**
 - **CHILLER CONTROL PANEL**
- **PERFORM MEGGER TEST ON ALL MOTORS IN ABOVE ITEM AND RECORD.**
- **CHECK AND RECORD VOLTAGE AND AMPERAGE ON ALL MOTORS IN ABOVE ITEM AND RECORD.**
- **ISOLATE AND DRAIN COOLER TUBE BUNDLE. ADVISE ON CONDITION. IF APPLICABLE**
 - **REMOVE WATER BOX COVER AND INSPECT**
 - **PERFORM EDDY CURRENT ANALYSIS**
 - **REMOUNT WATER BOX COVER**

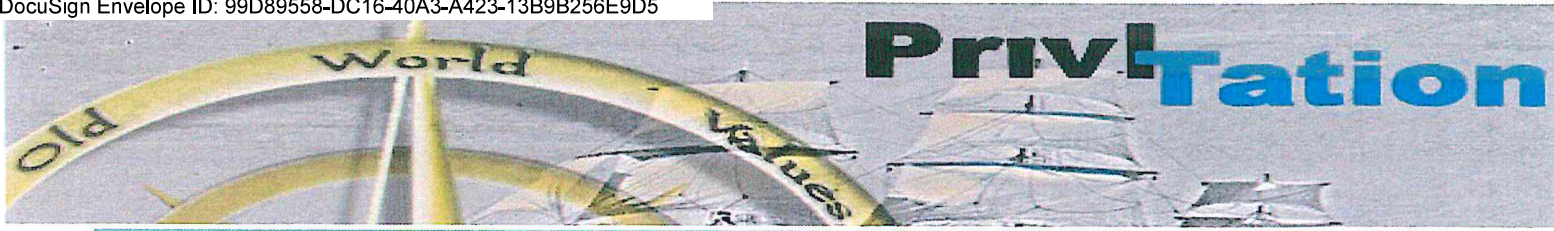


MECHANICAL MAINTENANCE TASKS (CONT.)

NOTE: IT IS THE RESPONSIBILITY OF THE CLIENT THAT THE ABOVE VALVES HOLD FOR ISOLATION AND DRAINING OF SYSTEM.

SHOULD TUBES REQUIRE CHEMICAL CLEANING AND TUBE BRUSHING WHICH IS NOT PART OF THIS SCOPE OF WORK, IT WILL BE AN ADDITIONAL COST TO THIS PROJECT.

- **EQUALIZE UTILITY VESSEL AND OPEN ALL ISOLATION VALVES FOR NORMAL OPERATION OF CHILLER.**
- **INSPECT, CLEAN AND FLUSH OIL COOLER SOLENOID STRAINER AND TEMPERATURE CONTROLLED WATER-REGULATING VALVE. SET TEMPERATURE CONTROLLED WATER REGULATOR TO CONTROL OIL TEMPERATURE WHILE COMPRESSOR IS IN OPERATION.**
- **START CHILLER**
- **CHECK OPERATION OF CHILLER AND OPERATING CONTROLS (PNEUMATIC AND ELECTRIC).**
- **CHECK OPERATION OF CONTROL MODULE:**
 - **CHILLED WATER SET POINT.**
 - **FULL LOAD AMPERAGE CALIBRATIONS.**
 - **DEMAND LIMIT SET POINT.**
- **PROVIDE WRITTEN SERVICE REPORT AND LOG TO BUILDING MAINTENANCE-ENGINEERING DEPARTMENT.**



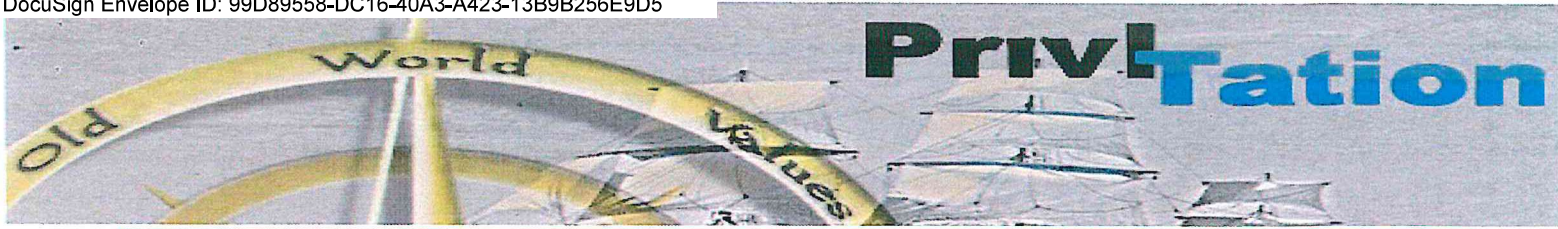
AUTOMATION NETWORK MAINTENANCE TASKS

NETWORK FIREWALL AND INTERNET SERVICE PROVIDER TASKS

- **MAINTAIN ANNUAL SECURITY SUBSCRIPTIONS**
- **UPDATE FIRMWARE AND PATCHES**
- **MONITOR LOGS, ALARMS, FOR INTRUSION, ATTACKS, FAILURE**
- **FOLLOW PROTOCOLS AND SPECIFICATIONS AS SHOWN BELOW A-G**

SERVER UPDATE AND SOFTWARE MAINTENANCE

- **UPDATE DISTECH SERVER AND FIELD PANEL FIRMWARE AND SOFTWARE**
- **DISTECH ANNUAL SERVER UPDATES AND OPTIMIZATION**
 - A. Installing recommend and critical firmware updates to network equipment within 30 day from release date by manufacture.
 - B. Installing recommend and critical security updates to Windows based computer systems within 30 day from release by Microsoft.
 - C. Proactivity notifying the City of Merced of equipment and software that is reaching end of life and propose a plan for corrective mitigation until equipment /software can be upgrade and/or replaced. Execution of corrective action will be based on Merced City approval of the corrective mitigation plan and possible additional costs associated with said plan. Mitigation controls that only require professional services and do not require the replacement or substation of hardware/software shall be include in the scope of this agreement.
 - D. Follow all "Emergency Directive and Updates" from the Zyxel Product Security Incident Response Team (PSIRT) for network equipment in scope of this contract.
 - E. Maintain 30 days of audit/security logs on network equipment, including public internet addresses, and any changes to these addresses.
 - F. Proactively monitor network equipment for intrusion detection and notify the City of Merced of any potential breach or unusual activity.
 - G. If network equipment in scope of this contract is the source or used for lateral movement in a cyber security incident PrivITation will be responsible from all remediation, include any notifications disclosures and all cost incurred for corrective action to the network equipment in this scope. PrivITation will not responsible for any action taken by City staff that may cause a compromise to the network



TERMS AND CONDITIONS

Terms

This agreement (the "Agreement") is made between City of Merced (the "Client") and PrivITation Energy Solutions (the "Contractor").

1. Contractor will provide its Mechanical and Automation maintenance of the equipment located at The Police Department and Civic Center located at 611 W 22nd St, Merced, CA 95340 and 678 W 18th St, Merced, CA 95340 respectively. The services to be performed are set forth in "Automation Maintenance Tasks" and "Mechanical Maintenance Tasks".
2. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement or negotiated and agreed upon between client and contractor.
3. Client agrees to pay to Contractor the amount(s) set forth in "Pricing". Such amount(s) shall be invoiced by Contractor to Client.
4. Payment of all invoices is due NET 30 days from date of invoice
5. Client agrees to provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
6. Client agrees to allow Contractor to start and stop the equipment as necessary to perform the services; and supply suitable electrical service.
7. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
8. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced within one (1) year from the date at which the work was performed.



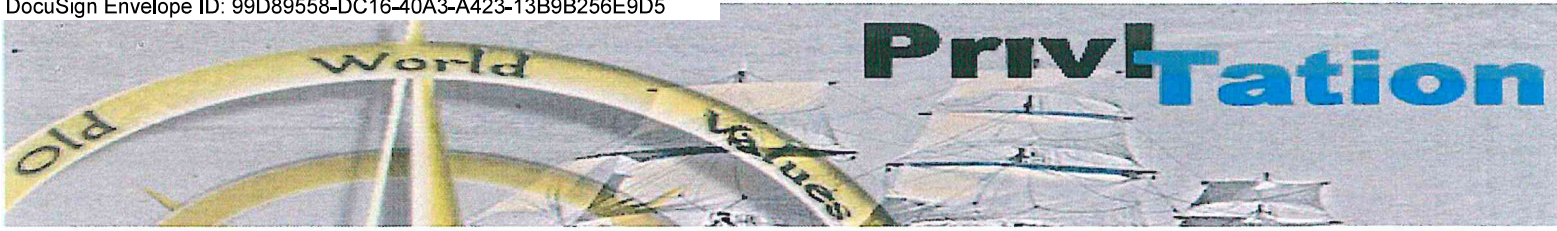
TERMS AND CONDITIONS (CONT.)

9. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

10. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Client except as set forth herein.

Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period. In which case, the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.

Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of 90 Days after installation, provided that the material was furnished and installed by Contractor.



TERMS AND CONDITIONS (CONT.)

Terms

Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Client at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.

11. This Agreement contains the entire understanding between the parties.
12. The term of this Agreement shall be for a period of 1 year commencing August 1, 2023, and terminating July 31, 2024, unless sooner terminated as provided herein. Subject to mutual agreement between Client and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Client or Contractor by written notice at least thirty (30) days prior to the anniversary date.
13. Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.
14. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in "Summary of Automation Equipment" and "Summary of Mechanical Equipment" by any party other than the Contractor, Contractor reserves the right, at its sole option, to terminate or renegotiate the terms of Services applicable to such equipment.
15. Client agrees that Contractor shall be promptly notified of any malfunction in the system(s) that comes to the client's attention, and;
16. Client agrees that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the Client that the system is operational or that the emergency has cleared.
17. In the event repairs, replacements, or emergency services outside of the scope of this Agreement are required, Client shall pay Contractor for such services at Contractor's standard billing rates, including overtime rates as may be applicable.



PRICING

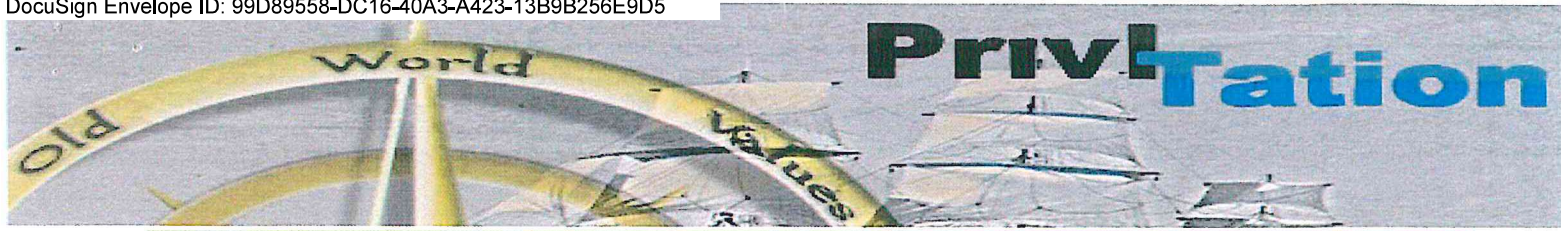
Pricing

SERVICES SUMMARY

- **RESPONSE TIME: 15 MINUTES MAXIMUM. A SERVICE NUMBER WILL BE PROVIDED FOR IMMEDIATE CONTACT AND RESPONSE.**
- **SUPPORT TIME: 8 HOURS VIA PHONE OR ONSITE TO BE USED THROUGHOUT CONTRACT AS NEEDED BY CUSTOMER.**
- **COMPLETE AUTOMATION AND MECHANICAL SERVICE OF EQUIPMENT AT MERCED POLICE DEPARTMENT AND MERCED CIVIC CENTER PER TASKING ABOVE.**
- **AUTOMATION NETWORK MAINTENANCE AND SERVICE AT MERCED POLICE DEPARTMENT AND MERCED CIVIC CENTER INCLUDING FIRMWARE AND PATCHES AND REAL TIME ATTACK SERVICE MONITORING.**
- **AUTOMATION SERVER MAINTENANCE SUPPORT SERVICE.**
- **ALL SERVICES WILL BE LOGGED AND REPORTED REGULARLY.**
- **ANY REPAIRS OR SERVICE NEEDED, BUT OUTSIDE THE SCOPE OF WORK OUTLINED IN THIS PROPOSAL, WILL BE CLEARLY DOCUMENTED, REPORTED, AND A PROPOSAL ISSUED TO CUSTOMER.**
- **DISCOUNT LABOR RATE WILL BE HELD IN EFFECT THROUGHOUT THE TERM OF THE CONTRACT.**

DISCOUNT LABOR RATE \$125.00/HR.

TOTAL \$18,972.00



PRICING AGREEMENT

WE WILL PROVIDE (1) ANNUAL MECHANICAL SERVICE AS OUTLINED IN THIS DOCUMENT ON CHILLERS AND BOILERS – CHILLER SERVICE WILL BE COMPLETED IN WINTER/SPRING AND BOILER SERVICE WILL BE COMPLETED IN SUMMER/FALL SO THAT THEY ARE READY WHEN THEY ARE NEEDED

AUTOMATION SERVICE WILL BE ONGOING THROUGHOUT THE YEAR WITH (6) ON SITE (8 HOUR) VISITS SPACED APPROXIMATELY EVERY TWO MONTHS, AND (1) REMOTE/ON SITE (8 HOUR) TOTAL SUPPORT TO BE USED THROUGHOUT THE YEAR AS NEEDED

OUR FEE IS PAYABLE QUARTERLY (\$4,743) IN ADVANCE, FOR A PERIOD OF 1 YEAR AND IN ACCORDANCE WITH THE INCLUDED TERMS AND CONDITIONS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, AS OF THE DATE AND YEAR WRITTEN BELOW.

CUSTOMER:

CITY OF MERCED

CONTRACTOR:

PRIVITATION ENERGY SOLUTIONS

BY:

SIGNATURE:

NAME:

TITLE:

DATE:

BY:

SIGNATURE:

NAME:

TITLE:

DATE:

Agreement