

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 and air conditioning equipment at the Wastewater Treatment Plant; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide to provide maintenance services to building heating and air conditioning 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 \$27,132.00.

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

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  6-6-2023
City Attorney Date

ACCOUNT DATA:

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. 843705811

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 WASTE WATER TREATMENT HVAC PREVENTATIVE MAINTENANCE

Site Locations:
Merced Waste Water
10260 Gove Rd.
Merced, California 95341

Site Contact:
City of Merced
Noel Barocio
10260 Gove Rd.
Merced, California 95341
BarocioN@CityofMerced.org

EXHIBIT "A"

DEAR NOEL,

PRIVITATION ENERGY SOLUTIONS APPRECIATES THE OPPORTUNITY TO PROVIDE YOU WITH OUR COMPREHENSIVE MECHANICAL SYSTEM MAINTENANCE AGREEMENT. OUR GOAL IS TO PROVIDE OPTIMAL ENERGY EFFICIENCY AND RELIABLE OPERATION THROUGH THE CAREFUL AND PRECISE MAINTENANCE OF THE MECHANICAL SYSTEMS CURRENTLY SERVING THE TEMPERATURE CONTROL NEEDS AT THE WASTE WATER TREATMENT PLANT.

DURING SCHEDULED MAINTENANCE VISITS, OUR TECHNICIANS WILL ENSURE OPTIMAL EFFICIENCY THROUGH A SERIES OF REGULARLY PERFORMED MAINTENANCE, TESTS, 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 WILL BOTH SAVE THE CITY OF MERCED IN COST OF UTILITIES FOR THESE BUILDINGS AS WELL AS REDUCING MAINTENANCE COSTS.

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 MAINTENANCE, 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

EXHIBIT "A"

SERVICE TASKS - SCHEDULE "A"

PERFORMANCE REVIEW

A PERFORMANCE REVIEW IS HELD WITH THE CUSTOMER ON AN ANNUAL BASIS. DISCUSSIONS INCLUDE QUALITY OF WORK, AND IMPROVEMENT SUGGESTIONS. ITEMS NEEDING ATTENTION ARE ADDRESSED IN A TIMELY FASHION.

REPORTS

EACH COMPLETED SERVICE CALL IS DOCUMENTED BY A CONTRACTOR SERVICE REPORT. THIS REPORT IS PROVIDED TO THE CUSTOMER AS EVIDENCE OF THE COMPLETED SERVICE SHOWING EACH PERFORMED TASK.

SCHEDULED TASKS

THE SERVICE PROGRAM IS DESIGNED TO PROVIDE CONTINUING MAINTENANCE ON THE EQUIPMENT LISTED IN SCHEDULE "C" OF THE AGREEMENT. THE TASKS PLANNED AND SCHEDULED ARE DESIGNED TO PROVIDE FOR THE LONG TERM CARE OF THE CUSTOMER'S EQUIPMENT.

EACH SERVICE VISIT WILL BE SCHEDULED AND PREPARED BY THE CONTRACTORS DISPATCH SYSTEM. THE CONTRACTOR SCHEDULE INCLUDES SPECIFIC TASKS FOR EACH PIECE OF EQUIPMENT REQUIRED TO MAINTAIN THE SYSTEMS AT PEAK EFFICIENCY.

MAINTENANCE

THE RUN-TIME, USE AND APPLICATION OF THE PIECE OF EQUIPMENT DETERMINE THE EQUIPMENT SERVICE FREQUENCY. THIS INFORMATION, ALONG WITH MANUFACTURER'S RECOMMENDATIONS AND OUR EXPERIENCE ASSURES THE CUSTOMER'S EQUIPMENT RECEIVES THE MOST COST-EFFECTIVE MAINTENANCE IN THE INDUSTRY.

REPAIR AND REPLACEMENT

THE CONTRACTOR INVOICES FOR ALL LABOR, TRAVEL AND EXPENSES TO REPAIR OR REPLACE WORN OR FAILED PARTS AND FOR THE PARTS AND COMPONENTS SEPARATELY FROM THIS AGREEMENT.

THE SERVICE AGREEMENT INCLUDES CONSUMABLE MATERIALS SUCH AS LUBRICANTS, GREASE, CLEANERS AND CLEAN-UP MATERIALS. REPLACEMENT OF PARTS AND COMPONENTS IS SUBJECT TO THE OWNERS APPROVAL AND IS INVOICED SEPARATELY FROM THIS AGREEMENT.

EMERGENCY SERVICE

THE CONTRACTOR IS ON CALL AND CAN PROVIDE ALL LABOR, TRAVEL AND EXPENSES, PARTS AND MATERIALS SEVEN DAYS A WEEK TWENTY-FOUR HOURS A DAY. EMERGENCY SERVICE IS INVOICED SEPARATELY FROM THIS AGREEMENT.

AIR HANDLING EQUIPMENT – SCHEDULE “B”

LOCATION	TYPE	TON	MAN	MODEL	SERIAL
DIGESTER MCC BLDG RTU-1	ROOFTOP	10	CARRIER	38AUZB12A0P6A2C0	
DIGESTER MCC BLDG RTU-2	ROOFTOP	10	CARRIER	38AUZB12A0P6A2C0	
MCC ELECTRICAL SHOP	ROOFTOP	5.2	TRANE	TCD060A300BA	
PLANT WATER MCC STATION	SPLIT SYSTEM	2	MITSUBISHI	MUY-A24NA	
AB-3 MCC BLDG	SPLIT SYSTEM	3	GREE MINI SPLIT	VIR36HP230CIC0	
GENERATOR BLDG	ROOFTOP	6	CARRIER	50HJQ007-E621HE	
MAINTENANCE SHOP	SPLIT SYSTEM	5	RHEEM	RAKB-060DAZ	
MAINT. SHOP SUPERVISORS OFFICE	WALL UNIT	1	PTAC		
MAIN OFFICE BLDG ROOF RTU-1	ROOFTOP	4	RHEEM	RGEA15048ACT101AA	
MAIN OFFICE BLDG ROOF RTU-2	ROOFTOP	4	RHEEM	RGEA15048ACT101AA	
MAIN OFFICE SIDE OF BUILDING	SPLIT SYSTEM	2	FUJITSU	A0U24RLB	
LAB BUILDING MINI SPLIT	SPLIT SYSTEM	3	DAIKIN	RXS36LVJU	
LAB BUILDING AIR HANDLER #1	ROOFTOP	25	YORK	J25ZJS24U4TZZ30005A	N1B5491636
LAB BUILDING AIR HANDLER #2	ROOFTOP	40	YORK	V54AS54M5KDNC10002	N1B5522006
UV MCC BUILDING AC-1	CRAC	10	YORK	YC12000A4AAA1A	
UV MCC BUILDING AC-2	CRAC	10	YORK	YC12000A4AAA1A	
BLOWER MCC BLDG	SPLIT SYSTEM	6	TRANE	TTA07244AAB**AE	
HEADWORKS MCC BLDG	SPLIT SYSTEM	5	YORK	THGD60S41S2A	
OPERATORS TRAILER AC-1	WALL UNIT	2	BARD	WA242-A10XX4XXX	
OPERATORS TRAILER AC-2	WALL UNIT	2	BARD	WA242-A10XX4XXX	

Equipment Summary



EQUIPMENT TASKING - SCHEDULE "C" ROOFTOP MAINTENANCE TASKS

Maintenance Tasks

RTU	FUNCTION	TASKS REQUIRED
FILTER SECTION	REMOVES PARTICLES FROM THE AIR	REPLACE FILTERS SEMI ANNUALLY
FRESH AIR DAMPER (ECONOMIZER)	PROVIDES SOURCE OF OUTSIDE AIR	CHECK FOR PROPER OPERATION LUBRICATE BEARINGS
RETURN AIR DAMPER	PROVIDES MEANS OF RECIRCULATING AIR	CHECK FOR PROPER OPERATION LUBRICATE BEARINGS
EXHAUST AIR DAMPER	PROVIDES OUTLET FOR EXHAUST AIR	CHECK FOR PROPER OPERATION LUBRICATE BEARINGS
RETURN & SUPPLY FANS	CIRCULATES & RETURNS AIR IN THE SYSTEM DISTRIBUTES AIR INTO SPACE	LUBRICATE BEARINGS CHECK FOR BEARING WEAR CLEAN DIRT ACCUMULATION CHECK DRIVE COUPLINGS TIGHTEN CHECK BELTS – REPLACE YEARLY CHECK ALIGNMENT OF SHAFT CHECK FAN BLADE TIGHTNESS
RETURN & SUPPLY FAN MOTORS	PROVIDES ENERGY SOURCE TO ROTATE FANS	INSPECT STARTER COILS INSPECT & CLEAN CONTACTS TIGHTEN ALL ELECTRICAL CONNECTIONS CHECK OPERATING CURRENT & VOLTAGE CHECK FOR VIBRATION LUBRICATE BEARINGS CHECK MOTOR INSULATION RESISTANCE CHECK MOTOR MOUNTS - TIGHTEN
ELECTRICAL DISCONNECT	SAFETY SHUTOFF FOR PRIMARY POWER TO UNIT	INSPECT & CLEAN CONTACTS CHECK FOR PROPER OPERATION
CONDENSER FAN	MOVES AIR THROUGH CONDENSER COIL	CLEAN DIRT ACCUMULATION LUBRICATE BEARINGS CHECK FOR BEARING WEAR CHECK DRIVE COUPLING & BELTS ADJUST TIGHTNESS OF BELTS
CONDENSER COIL	CONVERTS REFRIGERANT FROM HIGH TEMPERATURE, HIGH PRESSURE GAS TO LOW TEMPERATURE, HIGH PRESSURE LIQUID PROVIDES HEAT TRANSFER	CLEAN FIN SURFACES COMB BENT FINS CHECK FOR LEAKS CHECK FOR CORROSION
COMPRESSOR	CONVERTS LOW TEMPERATURE, LOW PRESSURE GAS TO HIGH TEMPERATURE, HIGH PRESSURE GAS	CHECK REFRIGERANT CHARGE CHECK CRANKCASE HEATER CHECK FOR OIL & REFRIGERANT LEAKS CHECK OIL LEVEL CHANGE OIL AS NEEDED CHECK FOR VIBRATION OBSERVE OPERATING TEMPERATURES
ZONE CONTROL ACTUATORS	OPERATES ZONE DAMPERS BY SPACE THERMOSTAT	INSPECT FOR PROPER OPERATION ADJUST AS NEEDED
COOLING COIL	PROVIDES COOL SURFACE FOR HEAT TRANSFER IN AIR	INSPECT & CLEAN SURFACES COMB BENT FINS CHECK FOR CORROSION & LEAKS
BURNER SECTION	PROVIDES COMBUSTION CONTROL REGULATES FUEL SAFETY CONTROLS FOR HEATING SECTION	PERFORM DRAFT & COMBUSTION TEST CLEAN & INSPECT NOZZLES CLEAN & INSPECT BLOWER LUBRICATE BLOWER MOTOR TEST SAFETY CONTROLS
HEATING SECTION	PROVIDES HEAT SOURCE FOR AREAS BEING SERVED	INSPECT & CLEAN CHECK FOR CORROSION CHECK FOR LEAKS

EQUIPMENT TASKING - SCHEDULE "C" SPLIT SYSTEM MAINTENANCE TASKS



Maintenance Tasks

RTU	FUNCTION	TASKS REQUIRED
FILTER SECTION	REMOVES PARTICLES FROM THE AIR	REPLACE FILTERS SEMI ANNUALLY
FRESH AIR DAMPER (ECONOMIZER)	PROVIDES SOURCE OF OUTSIDE AIR	CHECK FOR PROPER OPERATION LUBRICATE BEARINGS
RETURN AIR DAMPER	PROVIDES MEANS OF RECIRCULATING AIR	CHECK FOR PROPER OPERATION LUBRICATE BEARINGS
EXHAUST AIR DAMPER	PROVIDES OUTLET FOR EXHAUST AIR	CHECK FOR PROPER OPERATION LUBRICATE BEARINGS
RETURN & SUPPLY FANS	CIRCULATES & RETURNS AIR IN THE SYSTEM DISTRIBUTES AIR INTO SPACE	LUBRICATE BEARINGS CHECK FOR BEARING WEAR CLEAN DIRT ACCUMULATION CHECK DRIVE COUPLINGS TIGHTEN CHECK BELTS – REPLACE YEARLY CHECK ALIGNMENT OF SHAFT CHECK FAN BLADE TIGHTNESS
RETURN & SUPPLY FAN MOTORS	PROVIDES ENERGY SOURCE TO ROTATE FANS	INSPECT STARTER COILS INSPECT & CLEAN CONTACTS TIGHTEN ALL ELECTRICAL CONNECTIONS CHECK OPERATING CURRENT & VOLTAGE CHECK FOR VIBRATION LUBRICATE BEARINGS CHECK MOTOR INSULATION RESISTANCE CHECK MOTOR MOUNTS - TIGHTEN
ELECTRICAL DISCONNECT	SAFETY SHUTOFF FOR PRIMARY POWER TO UNIT	INSPECT & CLEAN CONTACTS CHECK FOR PROPER OPERATION
CONDENSER FAN	MOVES AIR THROUGH CONDENSER COIL	CLEAN DIRT ACCUMULATION LUBRICATE BEARINGS CHECK FOR BEARING WEAR CHECK DRIVE COUPLING & BELTS ADJUST TIGHTNESS OF BELTS
CONDENSER COIL	CONVERTS REFRIGERANT FROM HIGH TEMPERATURE, HIGH PRESSURE GAS TO LOW TEMPERATURE, HIGH PRESSURE LIQUID PROVIDES HEAT TRANSFER	CLEAN FIN SURFACES COMB BENT FINS CHECK FOR LEAKS CHECK FOR CORROSION
COMPRESSOR	CONVERTS LOW TEMPERATURE, LOW PRESSURE GAS TO HIGH TEMPERATURE, HIGH PRESSURE GAS	CHECK REFRIGERANT CHARGE CHECK CRANKCASE HEATER CHECK FOR OIL & REFRIGERANT LEAKS CHECK OIL LEVEL CHANGE OIL AS NEEDED CHECK FOR VIBRATION OBSERVE OPERATING TEMPERATURES
COOLING COIL	PROVIDES COOL SURFACE FOR HEAT TRANSFER IN AIR	INSPECT & CLEAN SURFACES COMB BENT FINS CHECK FOR CORROSION & LEAKS
BURNER SECTION	PROVIDES COMBUSTION CONTROL REGULATES FUEL SAFETY CONTROLS FOR HEATING SECTION	PERFORM DRAFT & COMBUSTION TEST CLEAN & INSPECT NOZZLES CLEAN & INSPECT BLOWER LUBRICATE BLOWER MOTOR TEST SAFETY CONTROLS
HEATING SECTION	PROVIDES HEAT SOURCE FOR AREAS BEING SERVED	INSPECT & CLEAN CHECK FOR CORROSION CHECK FOR LEAKS

Maintenance Tasks

EQUIPMENT TASKING - SCHEDULE "C" WALL UNIT MAINTENANCE TASKS



RTU	FUNCTION	TASKS REQUIRED
FILTER SECTION	REMOVES PARTICLES FROM THE AIR	REPLACE OR WASH FILTERS SEMI ANNUALLY
SUPPLY FANS	CIRCULATES & RETURNS AIR IN THE SYSTEM DISTRIBUTES AIR INTO SPACE	LUBRICATE BEARINGS CHECK FOR BEARING WEAR CLEAN DIRT ACCUMULATION CHECK DRIVE COUPLINGS TIGHTEN CHECK BELTS – REPLACE YEARLY CHECK ALIGNMENT OF SHAFT CHECK FAN BLADE TIGHTNESS
SUPPLY FAN MOTORS	PROVIDES ENERGY SOURCE TO ROTATE FANS	INSPECT STARTER COILS INSPECT & CLEAN CONTACTS TIGHTEN ALL ELECTRICAL CONNECTIONS CHECK OPERATING CURRENT & VOLTAGE CHECK FOR VIBRATION LUBRICATE BEARINGS CHECK MOTOR INSULATION RESISTANCE CHECK MOTOR MOUNTS - TIGHTEN
ELECTRICAL DISCONNECT	SAFETY SHUTOFF FOR PRIMARY POWER TO UNIT	INSPECT & CLEAN CONTACTS CHECK FOR PROPER OPERATION
CONDENSER FAN	MOVES AIR THROUGH CONDENSER COIL	CLEAN DIRT ACCUMULATION LUBRICATE BEARINGS CHECK FOR BEARING WEAR CHECK DRIVE COUPLING & BELTS ADJUST TIGHTNESS OF BELTS
CONDENSER COIL	PROVIDES HEAT TRANSFER OF REFRIGERANT	CLEAN FIN SURFACES COMB BENT FINS CHECK FOR LEAKS CHECK FOR CORROSION
COMPRESSOR	CONVERTS LOW TEMPERATURE, LOW PRESSURE GAS TO HIGH TEMPERATURE, HIGH PRESSURE GAS	CHECK REFRIGERANT CHARGE CHECK CRANKCASE HEATER CHECK FOR OIL & REFRIGERANT LEAKS CHECK OIL LEVEL CHANGE OIL AS NEEDED CHECK FOR VIBRATION OBSERVE OPERATING TEMPERATURES
HEATING/COOLING COIL	PROVIDES COOL /HOT SURFACE FOR HEAT TRANSFER IN AIR	INSPECT & CLEAN SURFACES COMB BENT FINS CHECK FOR CORROSION & LEAKS

EQUIPMENT TASKING - SCHEDULE "C"

COMPUTER ROOM AC MAINTENANCE TASKS



Maintenance Tasks

RTU	FUNCTION	TASKS REQUIRED
FILTER SECTION	REMOVES PARTICLES FROM THE AIR	REPLACE FILTERS SEMI ANNUALLY
RETURN & SUPPLY FANS	CIRCULATES & RETURNS AIR IN THE SYSTEM DISTRIBUTES AIR INTO SPACE	LUBRICATE BEARINGS CHECK FOR BEARING WEAR CLEAN DIRT ACCUMULATION CHECK DRIVE COUPLINGS TIGHTEN CHECK BELTS — REPLACE YEARLY CHECK ALIGNMENT OF SHAFT CHECK FAN BLADE TIGHTNESS
RETURN & SUPPLY FAN MOTORS	PROVIDES ENERGY SOURCE TO ROTATE FANS	INSPECT STARTER COILS INSPECT & CLEAN CONTACTS TIGHTEN ALL ELECTRICAL CONNECTIONS CHECK OPERATING CURRENT & VOLTAGE CHECK FOR VIBRATION LUBRICATE BEARINGS CHECK MOTOR INSULATION RESISTANCE CHECK MOTOR MOUNTS - TIGHTEN
ELECTRICAL DISCONNECT	SAFETY SHUTOFF FOR PRIMARY POWER TO UNIT	INSPECT & CLEAN CONTACTS CHECK FOR PROPER OPERATION
CONDENSER FAN	MOVES AIR THROUGH CONDENSER COIL	CLEAN DIRT ACCUMULATION LUBRICATE BEARINGS CHECK FOR BEARING WEAR CHECK DRIVE COUPLING & BELTS ADJUST TIGHTNESS OF BELTS
CONDENSER COIL	CONVERTS REFRIGERANT FROM HIGH TEMPERATURE, HIGH PRESSURE GAS TO LOW TEMPERATURE, HIGH PRESSURE LIQUID PROVIDES HEAT TRANSFER	CLEAN FIN SURFACES COMB BENT FINS CHECK FOR LEAKS CHECK FOR CORROSION
COMPRESSOR	CONVERTS LOW TEMPERATURE, LOW PRESSURE GAS TO HIGH TEMPERATURE, HIGH PRESSURE GAS	CHECK REFRIGERANT CHARGE CHECK CRANKCASE HEATER CHECK FOR OIL & REFRIGERANT LEAKS CHECK OIL LEVEL CHANGE OIL AS NEEDED CHECK FOR VIBRATION OBSERVE OPERATING TEMPERATURES
COOLING COIL	PROVIDES COOL SURFACE FOR HEAT TRANSFER IN AIR	INSPECT & CLEAN SURFACES COMB BENT FINS CHECK FOR CORROSION & LEAKS

TERMS AND CONDITIONS - SCHEDULE "D"

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

1. Contractor will provide its Mechanical maintenance of the equipment located at The Waste Water Treatment Plant located at 10260 Gove Rd., Merced, CA 95341. The services to be performed are set forth in the preceding schedules:

Schedule "A": Describes the level of service being provided by the Agreement.

Schedule "B": Describes the equipment covered by the Agreement.

Schedule "C": Describes the tasking for each type of equipment in schedule "B".

2. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 6:30AM to 3:30PM) ("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 in schedule "B" 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 - SCHEDULE "D" (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

TERMS AND CONDITIONS - SCHEDULE "D" (CONT.)

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.**
- **COMPLETE MECHANICAL SERVICE OF EQUIPMENT AT CITY OF MERCED WASTE WATER TREATMENT PLANT PER TASKING ABOVE.**
- **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 \$27,132.00

Agreement

PRICING AGREEMENT

WE WILL PROVIDE (1) ANNUAL MECHANICAL SERVICE AS OUTLINED IN THIS DOCUMENT ON HEATING, AIR CONDITIONING, AND VENTILATION EQUIPMENT AS SPECIFIED IN SCHEDULES "A", "B", "C", "D". CONDENSER COIL CLEANING SERVICE WILL BE COMPLETED IN FALL/SPRING DUE TO YEAR-ROUND OPERATION. BELTS WILL BE CHANGED YEARLY, WHILE FILTERS WILL BE CHANGED SEMI-ANNUALLY.

MECHANICAL SERVICE WILL BE ONGOING THROUGHOUT THE YEAR WITH ON-SITE VISITS SPACED APPROXIMATELY EVERY MONTH OR AS NEEDED.

OUR FEE IS PAYABLE QUARTERLY (\$6783) 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:

EXHIBIT "A"