



Stacy Brown
Bill Hanson
Woodland Public School
800 Third Street
Woodland, WA. 98674

September 23, 2011

Stacy and Bill:

I am pleased to present our maintenance service agreement to the Woodland Public Schools. Because of our long standing relationship and extensive knowledge of not only your HVAC systems, but also your Network 8000 control system that is the High School and Middle School Building Management System. CCI is very excited about our continued partnership.

CCI and Woodland Public Schools has an 18 year history that goes back to 1993 when CCI installed the then best in class Building Management System, Network 8000. CCI is the regions only authorized contractor for the Network 8000 line. This system has been relied on for many years to operate the Middle School/High School Buildings as efficiently as possible. Today, many customers like Woodland Public Schools are relying on CCI to guide them away from their proprietary control system to an open, non proprietary architecture. This migration can take place over a period of time and in a planned manner or can be done in a single project. With budget constraints as they are, we are finding customers are choosing to do this in a planned manner, as their budgets allow. The reality is that the manufacture of this 18 year old system is no longer making replacement parts.

Because CCI is committed to taking care of our long term clients, we have taken steps to make replacement and re-furnished parts available. As a current service maintenance customer, we will offer replacement and re-furnished parts at a significant discount to Woodland Public Schools. We are also here to work with you on a "Migration Plan" that will allow for the planned and budgeted replacement of the existing Building Management System.

As part of the service agreement, CCI will agree to replace two (1) Microzone II's and ^{one} two (1) PEM devices. Both controller devices are critical to the performance of your Building Management System. Current list price for the Microzone II is \$2,182 and the current list price for the PEM device is \$1,163. **This offer will be good for on a year to year basis and renewal of this provision is at the sole discretion of CCI.** In addition, CCI as part of the service agreement will agree to perform protection and recovery services as part of our regularly scheduled maintenance. More detail is provided in the proposal document.

Stacy and Bill, CCI would like to express our sincere appreciation for your business and confidence in CCI and we look forward to continuing to provide you with prompt, professional service. Please do not hesitate to contact me if you have any questions.

Best regards,
CCI Automated Technologies

A handwritten signature in blue ink that reads 'Todd'.

Todd Wyche
Service Account Executive

CCI AUTOMATED TECHNOLOGIES

5000 SE 25th AVENUE, PORTLAND, OR 97202

P: (503) 231-0421

F: (503) 238-1138

CCB# 63927



Woodland Public Schools
Stacy Brown – Director of Business and Nutrition Services
Bill Hanson – Maintenance Supervisor

9/23/2011

Stacy and Bill:

CCI Automated Technologies is pleased to present the attached Mechanical Maintenance Services Agreement to Woodland Public Schools. By working together with you, we have customized a program to suit your organization's specific needs. The program couples the latest technologies with the expertise of our skilled staff to provide you the following services and associated benefits:

- Increased Energy Efficiency
- Improved Indoor Environmental Quality
- Increased Productivity of Your Facility Management Staff
- Increased System Reliability, Useful Life & Asset Value
- Improved Response for Your Emergency Service Needs
- Reduced Repair Costs

Service dispatch 24 hours a day. Your local CCI branch is staffed to respond to your service requests 24 hours a day. Your complete satisfaction as a CCI customer is our main concern. A simple telephone call will result in prompt service by the appropriate service specialist.

Portland:	503-231-0421 x1125
Outside of Portland:	888-785-3224
Parts Sales:	877-415-3630

The price for this Maintenance Service Agreement is \$49,500.00 per year (Forty Nine Thousand Five Hundred Dollars). (Valid 45 days from date proposed)

I encourage you to work with our technician during onsite each visit, so you can share any concerns or issues you've been dealing with, and to observe the routines to learn more about the mechanical systems.

The **CCI Automated Technologies** team includes hundreds of years of experience in designing, installing, servicing and repairing building automation and mechanical systems. We continuously invest in training and equipping our staff to provide you with the expertise required. Our company is locally owned and managed, and has been growing successfully for over 35+ years. By partnering with our team, you can be sure of receiving the highest quality services available.

On behalf of CCI Automated Technologies, thank you for the opportunity to present this proposal to you, and for entrusting us with your business. Our goal is to earn your business and demonstrate value to your organization.

Sincerely,
CCI Automated Technologies

Todd Wyche
Service Account Executive



1. AGREEMENT SUMMARY

A. Customer:	B. Contractor:	C. Service Locations
Woodland Public Schools 800 Third Street Woodland, WA. 98674	CCI Automated Technologies 5000 SE 25 th Ave. Portland, OR 97202	Same as Customer

D. Incorporated Documents:

1. AGREEMENT SUMMARY
2. DESCRIPTION OF SERVICES
3. SCHEDULE OF COVERED EQUIPMENT
4. SYSTEM MAINTENANCE TASK LISTS
5. TERMS AND CONDITIONS

E. Term of Agreement, Automatic Renewal, & Termination:

This Agreement shall be for a term of 1 year, beginning on the 1st day of November, 2011 and shall renew automatically on the 31th day of October, 2012. The Agreement shall continue to renew automatically thereafter unless Customer provides notice of cancellation in writing of at least 45 days prior to renewal date.

F. Agreement Sum & Payment:


Contractor agrees to furnish the services described in this agreement during the initial term for the annual sum of: **\$49,500.00**

In addition to this annual sum, the customer shall pay any taxes or governmental charges with regard to the services provided under this Agreement. Invoices will be issued in advance of services being provided and will be due 30 days from the date of the invoice. CCI will issue three invoices in equal installments of \$ 16,500.00. Escalation may occur subsequent years and will be on a negotiated basis.

G. Entire Agreement:

This Agreement, including the Incorporated Documents listed in Section 1. D., constitute the entire Agreement and becomes a valid contract after Customer acceptance, and approval by Control Contractors, Inc. This agreement supersedes all prior presentations and agreements.

H. Authorization:

Submitted for:	Accepted for:	Approved by:
CCI Automated Technologies By: Todd Wyche Title: Service Acct. Exec. Signature:  Date: 9/23/2011	By: _____ Title: _____ Signature: _____ Date: _____	CCI Automated Technologies By: Rick Campfield Title: VP, General Manager Signature: _____ Date: _____



2. DESCRIPTION OF SERVICES

- A. **Discounted Pricing:** Contractor agrees to offer discounted pricing on labor and materials purchased by Customer for services, repairs, expansions, or system modifications owner direct not covered under the scope of this Agreement. Discounted labor rates and material multipliers are based on street rates. Customer is entitled to labor rates and material discounts for all purchases. Street rates are subject to change with no advance notice.
- B. **Preferred Dispatch Priority:** Contractor agrees to provide an emergency service telephone number for the Customer to call for after-hours service. Emergency service is preferred priority to all Maintenance Service Agreement Customers, over non-Maintenance Service Agreement Customers, when dispatching service personnel.
- C. **Documentation:** Contractor agrees to provide Customer a written report of all work done under this agreement at the end of each service call. A duplicate record will be maintained by Contractor who will review these work reports with Customer on a regularly scheduled basis.
- D. **Planned Maintenance:** Contractor agrees to perform regularly scheduled planned maintenance on the equipment covered by this Agreement. Maintenance tasks are designed to maximize energy efficiency, improve indoor environmental quality, system reliability, uptime, and useful life. Maintenance will be performed during Winter, Spring and Summer Breaks and will be coordinated in advance with district officials.
- E. **Automation Maintenance:** Contract agrees to perform protection and recovery services as regularly scheduled maintenance to the Network 8000 Building Management System located in the High School/Middle School. This semiannual service will safeguard your DDC system's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, flood, physical damage, etc.) CCI will back-up your DDC Systems databases 2 times a year, and provide safe storage of this critical business information. Should such an event occur, we will respond onsite to reload the databases and system files from our stored backup copy.
- F. **Controller Replacement:** As part of the service agreement, CCI will agree to replace one (1) Microzone II and one (1) PEM device. Both controller devices are critical to the performance of your Building Management System. Current list price for the Microzone II is \$2,182 and the current list price for the PEM device is \$1,163. **This offer will be good for on a year to year basis and renewal of this provision is at the sole discretion of CCI.**
- G. **Self Directed Hours:** As part of this agreement, 60 hours will be set aside during the contract year to be used at the discretion of Woodland Public Schools. These hours can be used during normal working hours of 8am – 5pm, Monday through Friday. CCI will provide monthly accounting to the district as to the hours used contract to date and remaining hour's available contract to date.

3. SCHEDULE OF COVERED EQUIPMENT

See attachment for Inventory of Equipment titled Woodland School District Equipment List.

4. SYSTEM MAINTENANCE TASK LISTS

Contractor will perform the tasks described below for the equipment identified in the Inventory of Equipment. HVAC preventive maintenance services will be performed three times a year; Winter Break, Spring Break and Summer Break. The Tasking below represents examples of the equipment maintenance tasking our HVAC service mechanics will come equipped with. **This tasking becomes a road map to ensure that the proper maintenance tasks are being performed at the proper time of year.**



AIR HANDLING UNIT

COMPONENT	FUNCTION	MAINTENANCE
FAN	Moves conditioned air to area being served.	Inspect and clean. Check for proper rotation. Perform vibration test. Inspect change belts provided by Woodland PS
MOTOR	Provides energy source for fan operation.	Perform vibration test. Lubricate. Examine motor mount resiliency.
MOTOR STARTER	Controls on/off operation of motor.	Inspect starter coils and contact. Tighten electrical connections. Check current and heater size.
COOLING COIL	Provides cooling source for area being served.	Measure inlet and outlet temperature for efficiency. Inspect and clean. Straighten fins. Check for damage or leaks.
HEATING COIL	Provides heat source for area being served.	Measure inlet and outlet temperature for efficiency. Inspect and clean. Straighten fins. Check for damage or leaks.
FACE AND BYPASS DAMPERS	Regulates air flow through or around the heating and cooling coils.	Lubricate bearings. Check for proper close off and operation. Tighten any loose linkage connections.
FILTERS	Cleans the air entering the unit and area being served.	Replace as required. Filters provided by Woodland PS
RETURN AIR DAMPERS	Regulates the quantity of return air entering the unit.	Lubricate bearings. Check for proper close off and operation. Tighten any loose linkage connections.
OUTSIDE AIR DAMPERS	Regulates the quantity of outside air entering the units.	Lubricate bearings. Check for proper close off and operation. Tighten any loose linkage connections.

AIR COOLED CONDENSER

COMPONENT	FUNCTION	MAINTENANCE
FAN	Circulates air through condenser coil.	Check for alignment, balance and security to shaft. Check for corrosion and wear. Lubricate bearings and check for end play, excessive bearing temperature and unusual bearing wear. Check condition of drive couplings and belts. Check fan blades and clean dirt accumulation. Check and tighten mounting bolts.
CONDENSER COIL	Converts refrigerant from high temp./high pressure gas to low temp./high pressure liquid. Provides efficient heat transfer.	Clean finned surfaces. Check for damage or leaks. Straighten bent fins. Check pipe clamps for security and vibration. Measure wet bulb temperature at inlet and outlet for efficiency.
MOTOR	Provides energy source for fan.	Lubricate motor bearings. Examine motor mount resiliency.
MOTOR STARTER	Controls on/off operation of motor.	Inspect starter coils and contacts. Tighten all electrical connections. Check current and heater size.

GAS FIRED UNIT HEATER

COMPONENT	FUNCTION	MAINTENANCE
HOUSING	Provides air direction and velocity.	Check mounts for security. Clean and remove external/internal dirt accumulation.
FAN	Circulates air in the system.	Inspect and clean. Check for proper rotation and alignment.



MOTOR	Provides energy source for fan operation.	Perform vibration test. Check current. Perform vibration test. Lubricate motor bearings.
BURNER SECTION	Transfer heat from fuel to heating medium.	Check flame composition and shape. Perform combustion and draft test. Inspect and clean orifices, passages and nozzles. Adjust fuel/air ratio. Check gas pressure regulator setting.
CONTROLS	Controls temperature and provides safety measures.	Perform operational tests and assure proper settings: Operating controls High temperature safety control. Flame failure safety limit.

ROOFTOP HVAC

COMPONENT	FUNCTION	MAINTENANCE
ELECTRICAL DISCONNECT	Provides primary electrical power safety shutoff.	Inspect contacts and loose connections. Check for proper operation.
CONDENSER FAN MOTOR	Provides energy source for fan.	Perform vibration test. Lubricate bearings. Examine motor mount resiliency. Check motor insulation resistance.
MOTOR STARTER	Controls on/off operation of motor.	Inspect starter coils and contacts. Tighten all electrical connections. Check operating current, voltage and heater size.
CONDENSER FAN	Circulates air through condenser coil	Check fan wheel and clean dirt accumulation. Lubricate bearings and check for end play, excessive bearing temp and wear. Check condition of drive couplings and belts. Change belts as need. Belts to be provided by Woodland PS. Adjust as required. Check for corrosion and wear.
CONDENSER COIL	Converts refrigerant from high temp/high pressure gas to low temp/high pressure liquid. Provides efficient heat transfer.	Clean finned surfaces. Check for damage or leaks. Straighten bent fins.
REFRIGERATION CONTROL PANEL	Provides safety interlocks and controls for compressor operation.	Sequence tests all controls. Calibrate and clean controllers and safety controls. Check set point of controls and limits.
REFRIGERATION COMPRESSOR	Prepares refrigerant to be condensed and reused at the evaporator.	Check crankcase heater operation. Check refrigerant charge. Check for refrigerant and oil leaks. Check oil level and condition. Perform acid test. Observe bearing and operating surface temperatures. Measure vibration.
ZONE CONTROL ACTUATORS	Operates zone dampers on demand from space control.	Inspect, clean and calibrate. Adjust linkage as necessary.
COOLING COIL	Provides cooling for space being served.	Inspect and clean as required. Check condition of finned surfaces and straighten if bent. Check for corrosion and leaks.
FILTER SECTION	Provides source of clean air for unit.	Replace media as required.
FRESH AIR DAMPER	Provides source of outside air.	Check for unrestricted and proper operation and close-off. Lubricate bearings as required.
RETURN AIR DAMPER	Provides source of re-circulated air from the building.	Check for unrestricted and proper operation and close-off. Lubricate bearings as required.
EXHAUST AIR DAMPER	Provides outlet for exhausted air from building.	Check for unrestricted and proper operation and close-off. Lubricate bearings as required.
RETURN AIR FAN	Circulates return air from building.	Lubricate bearings and check for end play, excessive bearing temp. and wear.



		Check blower and clean dirt accumulation. Check condition of drive couplings and belts.
SUPPLY FAN	Circulates conditioned air to areas being served by unit.	Check for alignment, balance and security to shaft. Check rotation. Inspect and change belts as required. Belts provided by Woodland PS.
RETURN AIR FAN MOTOR	Provides energy source for return air fan	Perform vibration test. Lubricate bearings. Check motor insulation resistance. Examine motor mount resiliency.
SUPPLY MOTOR	Provides energy source for main fan.	Same as above.
MOTOR STARTER	Controls on/off operation of motor.	Inspect starter coils and contacts. Tighten all electrical connections. Check operating current, voltage and heater size.
BURNER SECTION	Provides combustion controls, fuel regulating equipment and safety controls for heating section.	Perform combustion and draft tests. Inspect and clean nozzles. Inspect, clean and lube burner fan (gun type burners) Test safety controls.
HEATING SECTION	Provides heat source for areas being served.	Inspect and clean as required. Check for leaks in exchanger.
ZONE DAMPERS	Provides source for conditioned air being delivered to areas served by unit.	



TERMS AND CONDITIONS

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described in this agreement. Normal working hours (7 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise stated, including major repairs performed under this agreement.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all devices, which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, Control Contractors, Inc. (CCI) shall be permitted to start and stop all primary equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, Control Contractors, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. It is agreed that the contract price shall be adjusted yearly; such adjustments shall be consistent with current labor and material costs. Either party may terminate this agreement after its initial term on the anniversary of its effective date by giving written notice a minimum of 30 days prior to the anniversary date.
6. Control Contractors, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by Control Contractors, Inc.' agents, employees or subcontractors.
7. Control Contractors, Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by CCI impractical: strikes, fires, war, late or non-delivery by suppliers of CCI, and all other contingencies beyond the reasonable control of CCI. Under no circumstances shall CCI be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall CCI's liability exceed the purchase price paid under this contract.
8. The Customer shall pay Control Contractors, Inc., in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against CCI.
9. It is agreed that the customer shall assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
10. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
11. The customer is responsible for the indoor air quality of their facility.
12. In the event Control Contractors, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond CCI's control, the customer shall reimburse CCI for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.
13. If equipment becomes non-repairable due to unavailability of replacement parts, Control Contractors, Inc., at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, CCI will assist the owner in replacing the equipment at prevailing service rates.
14. The customer is responsible for the replacement or repair of non moving/maintainable parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring, starters, and conduit.
15. Control Contractors, Inc. reserves the right to discontinue this maintenance service agreement at any time, without notice, unless all payments under this contract shall have been made as agreed.

Woodland School District Equipment List

Woodland High School / Middle School

Network 8K Control System

Equipment	Size	Quantity	Manufacturer	Model / Serial No.
Air Handler Units		16	York	F3E Series
Cabinet Unit Heater		6	N/A	N/A
Fan Coil Unit		2	N/A	N/A
Fan Powered Induction Unit		16	Tempmaster	HVFBEZ
Gas Furnace		53	Trane	TUCO Series
Split A/C units added to Trane TUCOs		3		
RTU		1	Trane	
Gas Furnace		10	Reznor	
Gas Unit Heaters		2	N/A	N/A
Heat Recovery Unit		5	American Energy Exchange	DV Series
Hot Water Heaters		3	AO Smith / Polaris	BTC / WHD Series
Hot Water Unit Heaters		7	N/A	N/A
Package Units on Portables		13		
Make-up Air Unit		1	York	CS Series

Woodland Elementary School

Temperature Control System

Equipment	Size	Quantity	Manufacturer	Model / Serial No.
Packaged Rooftop Multizone Units		2	Four Seasons	6MZK28-0302-DN50-12SE
Packaged Rooftop A/C with Electric Heat		1	Lennox	CHA8-513-4L
Package VAV AHU		2	McQuay	RPS036BY
VAV Terminal Boxes w/Reheat		13	Envirotec	N/A
Air Handler Units		6	Pace	A12F, A16F & B15F
Electric Boiler		2	Carn Industries	20HW
Package Units on Portables		12		
Gas Furnace		3	Reznor	
Pneumatic Temperature Controls		Lot	Various	N/A

Woodland Intermediate School

Johnson Control System

Equipment	Size	Quantity	Manufacturer	Model / Serial No.
Fan Coil Unit		1		
Exhaust Fans		23		
Condensing Units		3		
Make-up Air Unit		1		
Air Handler Units		7		
Heating Coils		7		
Hot Water Pumps		2		
Electric Heat		2		
Cabinet Unit Ventilators		23		
Boilers and Loop Pump		4		