



1601 Las Plumas Ave.
San Jose, CA 95133
www.therma.com

April 26th, 2021

MCRPD - C.V. Starr
300 S. Lincoln Street
Fort Bragg, CA 95437
Attn: Paul Kelley

Re: Building Automation Controls
Quote: CS21020

Dear Paul,

Therma is pleased to present the following proposal to replace the current existing Metasys NAE with a new EC-BOS-8 JACE. Therma will integrate the Metasys field controllers into the new JACE, add new schedules, reprogram Hot Water reset schedule for temperature control, add new trends, add new alarms and generate new graphics to match existing. Once JACE is installed, Therma will provide a point to point on graphic verification as well as verification on SOO to ensure proper functionality.

We have specifically included the following Controls work:

- Furnish and install one (1) EC-BOS-8 with a 5 year SMA
- One (1) day for one (1) technician to install and integrate Metasys field controllers
- One (1) day for sequence programming
- Two (2) days for graphic generation verification and
- One (1) day for system verification
- One (1/2) day for one (1) technician to train customer on new controls (Remote session)
- Quote includes travel expenses
- On site technician labor during normal operation hours (6:00 am through 3:30pm)
- Any additional issues that may be found after replacement install will be documented and a quote will be provided for any additional work.

Breakdown:	Labor:	\$9,165.00
	Material:	\$5,210.00
	Tax:	\$462.00

Total Base Price:		\$14,837.00



BAS Preventive Maintenance Service Agreement



C.V. Starr
Fort Bragg, CA 95437

Therma LLC
1601 Las Plumas Avenue
San Jose, CA, 95133
License #1027316
Client-Driven Solutions Provider



April 26, 2021

300 S. Lincoln Street
Fort Bragg, CA 95437

Proposed Contract Date
6-01-21 to 5-31-22
Multi-Year Contract Date
6-01-22 to 5-31-24

RE: BAS Preventive Maintenance Service at C.V Starr Fort Bragg, CA

Dear Paul:

Therma would like to offer you a comprehensive preventive maintenance (PM) approach to your BAS equipment. The service options, presented in a menu format, allow for a customized program that maximizes operational needs while minimizing budgetary needs. A comprehensive PM is a proactive approach with scheduled services that mitigate unplanned costs. Benefits include: decreased energy usage, reduced system down time, fewer unplanned service calls, maximized efficiency, occupant comfort, and increased lifetime of capital equipment. A single year contract regularly increases labor and material costs by 4-5% for additional years. Provided is a three-year option that guarantees a 2% YOY increase from labor and material costs.

A service report will be provided at the completion of each service inspection noting the work performed, materials used, and any recommendations for repairs or additional services. Repairs and emergency calls are performed as authorized and billed additional at current contract customer labor rates.

Detailed descriptions of the proposed services are provided below under the offerings selected. The major components of this program include:

- ✓ Preventative Maintenance Routines
- ✓ Owner Directed Onsite Support
- ✓ Online Technical Support for Sites with Remote Access
- ✓ 50% Discount off List Price for Distech Controls products
- ✓ Discount off Street Labor rates
- ✓ Dedicated Service Team with Primary and Secondary Technicians
- ✓ Emergency Response
- ✓ Customer Specified Training

Thank you for considering Therma as your BAS supplier. Please give me a call if you have any questions or need further information. If this proposal is acceptable, please email a signed copy to my attention at charles.elliott@therma.com

Sincerely,

Charles M Elliott
Therma, LLC
(408) 712-3115 Mobile
(408) 347-3400 Office

WHY THERMA?

Therma has a 50+ year reputation for being the best mechanical contractor and service provider in the Bay Area. Building on our reputation in the industry, we're growing our presence nationally to better serve our customers who have multiple locations. The expertise and culture at Therma, along with implementation of cutting-edge technology, attracts the most talented technicians in the industry. We strive to redefine the standard of excellence in everything we do.

Some of the benefits of partnering with us:

- Journeyman level technicians are utilized for Preventive Maintenance (PM) inspections whenever possible to ensure that equipment is properly tested and diagnosed.
- Technicians are encouraged to be the main point of contact for customers and take ownership of their accounts with direct communication with facility personnel to enhance the service experience.
- All Therma Service Technicians are equipped with XOi technology. This allows our clients to watch before/after videos of services rendered and view service logs all in one central location.
- Therma technicians are continually increasing their product knowledge and safety practices by utilizing the most up to date training techniques, keeping current on required certifications.
- Therma representatives receive no commissions or bonuses of any type. Our philosophy is to give you the lowest cost and highest value while suggesting only what is needed.
- Therma's volume and purchasing power guarantees preferred vendor pricing which is passed on to our customer base.
- Therma maintains several specialized project teams to estimate and execute medium sized jobs quickly and efficiently.
- Additional Therma services include:
 - Energy Audits & Efficiency Projects
 - Commercial and Industrial Plumbing
 - Engineering Services
 - Air Balancing-Cleanroom Certification-Calibration
 - Sheet Metal Fabrication
 - Process Skid Manufacturing
 - LEED Certification Assistance
 - HVAC Mechanical Services
 - Building Automation & Industrial Controls
- Therma's emergency service is available 24 hours a day, 7 days a week with a 4 hour or less response time.

At Therma, we hold ourselves to a higher standard. Your complete satisfaction is the only acceptable outcome, that is our commitment to you.

BAS Preventive Maintenance Service Agreement

SHIELD OF PROTECTION SERVICE AGREEMENT

This agreement is issued to MCRPD C.V. Starr Community Center
(Customer)

300 S. Lincoln Street,
Fort Bragg, CA 95437

(Address)

Attn: Paul Kelley

Covering the following equipment located at: 300 S. Lincoln Street

Inspection and Maintenance

We agree to perform inspection and maintenance services as per the selected contract duration specified in this agreement.

The term of this agreement shall be automatically renewable yearly, unless cancelled by either party on a **30-day** written notice, but subject to price revision after one year. If multi-year term is selected, pricing will follow the quoted annual amounts.

The inspection and maintenance services to be performed as part of this agreement include:

1. Regular preventive maintenance (**see attached tasking list**).
2. Additional services as may be included in the attachments to this agreement.
3. The services outlined in this agreement will be performed during normal working hours unless otherwise specified for overtime.
4. **BAS Site Log:** Therma will set up and maintain a Site-Log email for documentation of concerns, system problems, and other related items requiring attention. Each scheduled service visit shall begin with a review of this log, so that technicians are aware of items needing immediate attention. The Site-Log email will be distributed to the designated Customer Representatives, Therma Account Manager and Controls Service Department.
5. **Disaster Recovery:** The electronic information stored within the system represents a significant investment, in the facilities BAS infrastructure and critical data. In the event of a catastrophic system failure, these backups allow Therma to restore the system to the last backup state. During each Preventative Maintenance visit, Therma will perform a system backup. Two copies of this backup will be made, the first will be maintained onsite and the second archived at Therma's offsite data storage facility.

C.A.R.E. PROGRAM

Therma's Customer Assurance Review and Evaluation (C.A.R.E.) program serves to build good communication and accountability with our customers to ensure the services we provide exceed your expectations.

C.A.R.E. Meetings:

C.A.R.E meetings are scheduled several times a year and occur in addition to our regular site visitations and inspections. During these meetings, current site activities are reviewed for their effectiveness, and upcoming activities are discussed. Any special site needs can be proactively addressed and built into your plan. The primary goal of these meetings is to provide a forum for us to be proactive in meeting our clients' needs and accountable for the quality of services we provide.

Building a Partnership:

We strive to exceed your expectations by providing quality services and on-going effective communication and maintaining this standard of care in every interaction. This Service Agreement has been customized to meet the facility's unique requirements. As part of the partnership between MCRPD and Therma, it is our goal to provide customers with a controls system that operates efficiently, identify problem areas, provide multiple solutions for current and future projects and provide energy management ideals that support the needs of the Facility. Therma looks forward to working with MCRPD to provide the support necessary to help maintain and operate the BAS.

BAS Preventive Maintenance Service Agreement

PRICING

One Year Option

Year 1	Quarterly Option Price	Bi-Annual +1 Option Price	Bi-Annual Option Price
Annual Cost	\$8,610.00	\$6,457.00	\$4,305.00
Customer Signature			

To be invoiced after each service, will vary depending on which option is selected.

Multi-Year Option (save 2% annual with multi-year options)

	Quarterly Option Price	Bi-Annual +1 Option Price	Bi-Annual Option Price
Year 2	\$8,783.00	\$6,587.00	\$4,392.00
Year 3	\$8,959.00	\$6,719.00	\$4,480.00
Total Cost +1st Year	\$26,352.00	\$19,763.00	\$13,177.00
Customer Signature			

Service Frequency defined as follows;

Quarterly – x4 visits a year (8 hours per visit + Travel/ each)

Bi-Annual + 1 – x3 visits a year (8 hours per visit + Travel / each)

Bi-Annual – x2 visits a year (8 hours per visit + Travel / each)

Changes of scope during contract duration may have impact on agreement pricing. Any changes must be agreed upon by both parties.

QUOTATION VALID FOR 60 DAYS FROM DATE OF SUBMITTAL

GENERAL PROVISIONS

EXCLUSIONS

There shall be no liability under this agreement:

1. for structural alterations to the premises in which the equipment included is installed, necessary service, parts repair or replacement as provided for in this agreement.
2. for any default, delay in performance, or extraordinary damage hereunder caused by any contingency beyond our control, including war, government restriction or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.
3. for any consequential damages of any nature whatsoever, including damages arising because of or resulting from failure of a component part of the included equipment, or the inspection, maintenance, or repair of said equipment.
4. which in any way duplicates protection provided under any other existing warranty or contract.
5. for system design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
6. for failure to discover conditions necessitating repairs or replacement.
7. for fees associated with registering Therma as an approved Vendor and/or 3rd party accounting systems requiring fee registrations for payment. Therma reserves the right to recoup these costs from customer.

This agreement does not cover electrical service, ductwork and insulation, recording instruments, water supply and drains, air volume adjustment, plumbing or piping, or work required by government and other codes and regulations, nor any services performed beyond those specifically enumerated herein.

CONDITIONS

The only parties to this agreement are customer and THERMA.

The time, means and methods to be employed in the performance of this agreement are solely within THERMA's discretion.

This agreement shall be void if the included systems have been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's specifications. The services to be performed under this agreement are not a guarantee against obsolescence or normal wear. Nor shall inspections be construed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact including the implied warranties of merchantability and fitness for particular use.

BAS Preventive Maintenance Service Agreement

Repair Service

Repair service, requested by customer and not covered by warranty, will be provided at our current hourly rate. Repair workmanship is guaranteed for **60** days from the date of repair.

Warranty Service

Warranty work will be provided during normal working hours. If customer requires non-standard hours, customer will be invoiced for the differential at the contract labor rates.


Schedule of Payment

Payments are due as follows:

Net 30 days from invoice date.

Acceptable forms of payment are either check or ACH transfer.

Therma LLC does not accept credit card payments.

_____	Charles M. Elliott
Customer Name	Therma Representative Name
_____	
Customer Signature	Therma Representative Signature
_____	4/26/2021
Date	Date

BAS Preventive Maintenance Service Agreement

TASKING

As a partner in this preventive maintenance program Therma will assist the site staff in running the facility efficiently and how to utilize the many features the Building Automation System offers. Upon completion of each PM routine, a Site-Log report of findings and recommendations will be provided to the appropriate Facilities personnel via email, along with an electronic copy of the Tasking Service Report.

Review BAS Site Log:

- Each Preventative Maintenance routine begins with a review of the site logs, to identify ongoing issues that need to be addressed

Perform System Analysis of Server:

- Check system resources, CPU usage, Ram and Hard Drive storage capacity

Review Network Workstations / Communication:

- Verify communication with remote sites
- Verify JAVA version compatibility for Niagara AX sites
- Review system for CRITICAL and OFF-LINE status indicators
- Review system for OVERRIDE and DISABLED status indicators

Verify Device Communication:

- All Controllers communication status will be reviewed.
- Any issues will be noted, and recommendations made

Perform a Battery Check of all Controllers (with batteries):

- Fully charged Batteries are key to maintaining the volatile RAM in Distech controllers in the event of a power failure and/or brownout
- Battery levels shall be checked and documented in Controllers. Controllers needing battery replacement shall be identified to owner's representative

Perform Memory Analysis of all Controllers:

- Each Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks
- A panel that is low on memory will experience intermittent problems, slow speed of response, loss of data and may experience "command" issues
- Any panels that are low on memory will be noted along with recommendations to remediate the issue

Review Controllers Operation:

- CPU system performance and memory usage will be reviewed
- System Date/Time settings will be verified
- Daylight Savings settings will be verified

BAS Preventive Maintenance Service Agreement

Review Event Logs:

- Unusual events will be noted
- Recommendations will be provided to address issues, causing events

Review System for Operator Overrides:

- Reports will be run to check for points in Operator Override
- Operator overrides don't allow the system to not run in "Automatic" mode and may compromise system functionality, lead/lag logic, and/or energy conservation strategies
- Provide a list of all points in Operator Override, along with recommendations to address root cause

Review Alarm Log:

- Points generating excessive alarms will be noted
- Recommendations to address root cause of hardware or software issues causing alarms will be provided

Review System for Failed Points (Status Down):

- Reports will be run to identify failed points.
- Failed points may be indicators of equipment / devices needing repair or significant database issues
- Recommendations to address failed points, will be provided

Perform General System Operational Review:

- While onsite and performing the above Preventative Maintenance routines, the system will be reviewed to ensure the building(s) and equipment are operating efficiently
- Items such as graphics, system response time, operation of BAS programs, device and equipment operation will be noted
- Any discrepancies or areas of concern will be noted

Perform System Database Backups:

- Backup Web Server databases
- Backup Reliable databases
- RC Studio database backups will be spaced out throughout the PM contract period and will always be backed up when significant changes are made to any of the programming
- As part of the **Disaster Recovery** plan, two copies of this backup will be made, the first will be maintained onsite and the second archived at Therma's offsite data storage facility

BAS Preventive Maintenance Service Agreement

BAS SERVICE CONTRACT LABOR RATES & RESPONSE

July 1, 2020 - June 30, 2021

Therma's representatives are available to our customers twenty-four hours a day, seven days a week. A qualified repair technician and a field supervisor are on call after regular working hours. We offer a response time of four hours or less in most emergency conditions.

- Onsite Service calls are billed at a **four-hour minimum** and a truck charge of \$65.00 will be applied per call.
- Remote Connected Service calls are billed at a **two-hour minimum**.

Emergency calls, repairs, or services not included in preventative maintenance are billed additional, as authorized, at Therma's current contract customer labor rates. Standard operating hours are Monday through Friday from 6:00 am to 3:30pm. Anything outside of our standard operating hours are subject to overtime, time and one half or double time. All labor rates are based on current Union Contracts and are subject to change on the anniversary date of July 1st of each year.

BAS Standard Operating Labor Rates:

Contract	M-F 6 am to 3:30 pm \$185.00 per hour
Non-Contract	\$205.00 per hour
San Francisco	\$220.00 per hour
Truck Charge:	\$65.00 per service call

BAS Overtime (Time & ½):

	Sat & Holidays (All hours) M-F 3:30 pm to 6 am
Contract	\$277.50 per hour
Non-Contract	\$307.50 per hour
San Francisco	\$330.00 per hour
Truck Charge:	\$65.00 per service call

BAS Double time:

	All days and hours designated as double-paid Service holidays, as applicable by union contracts
Contract	\$370.00 per hour
Non-Contract	\$410.00 per hour
San Francisco	\$440.00 per hour
Truck Charge:	\$65.00 per service call

FOR 24/7 SERVICE CALL (408) 347-3500

M-F 6am-6pm Email ControlsService@Therma.com