

Assured Maintenance Agreement

Page 1 of 12

Customer Name **School Board of Palm Beach County**

Proposal No. **79-1854**

(Hereinafter referred to as "Customer")

Address **3326 Forest Hill Blvd**

Agreement No.

City **W. Palm Beach** State **FL**

Zip **33406**

Locations(s) **Fulton-Holland Educational Service Center
West Palm Beach, Florida 33406**

Scope of Service

In consideration of their mutual agreement, McQuay, a division of McQuay International (hereinafter also referred to as "McQuay") and Customer agree that the following services and type of coverage for the above location(s) for the equipment listed on the attached Equipment Schedule (hereinafter referred to as "Equipment") will be provided in accordance with the Terms and Conditions, Assured Maintenance Agreement Equipment Schedule and Assured Maintenance Agreement Plans and Service Programs included herein.

I. Type of Plan

First Year Maintenance

Labor Maintenance

Inspection

Comprehensive Maintenance

II. System Components Covered

Predictive Maintenance

Water Treatment

Electrical Equipment

Air Conditioning

Air Filters (Customer Supplied)

Facility Operation

Heating

Refrigeration

Other

Temperature Controls

Digital Systems

Emergency Service Response

This Agreement includes emergency service response as checked below:

24 hours per day, 7 days per week including holidays. Three hour response time.

24 hours per day, 5 days per week (Monday - Friday).

During normal working hours on McQuay scheduled business days.

Not included in this Agreement but available on a time and material basis.

Important: Additional terms and conditions are continued on the following pages.

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Assured Maintenance Agreement

Comprehensive Maintenance Plan

Page 2 of 12

Customer Name **School Board of Palm Beach County**

Agreement No.

Inspections

During normal working hours McQuay shall provide -12- equally spaced inspections per year, unless otherwise noted, for the Equipment.

1. McQuay agrees to:

- a) Furnish all labor, parts, oil, and material needed to maintain the Equipment in good operating condition, perform during normal working hours the maintenance service in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Annually brush clean the water-side of water cooled condensers and air-side of air cooled condensers with procedures determined by McQuay .
- c) Maintain the following items related to the Equipment:
 - i) Electric wiring from the starter to its respective motor.
 - ii) Refrigerant piping between two or more pieces of Equipment.
 - iii) The pressure and temperature controls, thermometers, gauges, control devices, thermostats and manual valves located on the Equipment.
 - iv) Mechanical starters.
- d) Provide a written report to the Customer about the condition of the Equipment and any recommendations for enhancements to maintain capacity, reliability, and efficiency.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from McQuay in conjunction with the performance of this Agreement.
- b) Allow McQuay to start and stop the Equipment in order to perform services specified in this Agreement, in coordination with owner or his representative.
- c) Operate the Equipment in accordance with McQuay instruction, and to notify McQuay promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment, including any required removal, replacement and refinishing of the building structure.
- e) Permit the use by McQuay of the usual building maintenance materials and tools.
- f) For failures other than due to direct negligence of McQuay or its subcontractors, McQuay assumes customer maintains building boiler and machinery insurance on listed equipment. In the event of a claim on listed equipment, McQuay will be responsible only for the deductible on such policy. In no event will McQuay's liability be greater than the yearly contract amount.
- g) Employ only McQuay personnel or persons authorized by McQuay to perform all work on the Equipment, except for operation of same.
- h) Provide proper condenser water treatment.

3. It is understood that, except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed above. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance unless improper conditions are directly due to the failure of the mechanical Equipment covered hereunder.
- c) The changing or cleaning of air filters.
- d) Piping and valves other than refrigerant.
- e) Ductwork.
- f) Crane service, special rigging or freight charges.

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Assured Maintenance Agreement Equipment Schedule

Customer Name **School Board of Palm Beach County**

Agreement No.

Equipment	Size	Qty	Manufacturer	Model/Serial No.	Program	Frequency
Centrifugal Chiller	276 Tons	1	McQuay	PEH079	1	Monthly
				5WG0101800		
Centrifugal Chiller	276 Tons	1	McQuay	PEH079	1	Monthly
				5WG0101400		
Centrifugal Chiller	276 Tons	1	McQuay	PEH079	1	Monthly
				5WG0101200		
Pump Chilled water	40HP	2	Paco	Secondary	7	Monthly
				Loop		
Pump Condenser H2O	20HP	4	Paco	Condenser	7	Monthly
				Water		
Pump Chilled water	5HP	4	Paco	Primary	7	Monthly
				Chilled		
Cooling Towers	300 Tons	3	BAC		6	Monthly
Cooling Tower Fan SoftStarts	20HP	3			18	Monthly
Secondary Chill Water Pump VFD	40HP	2	Westinghouse	Chiller Plant	18	Monthly
Air Compressor & Dryer		1			9	Monthly
H2O Treatment Feed Equip.					N/A	Monthly
Police Dispatch A/C Unit		1			12	Monthly

End of list



Assured Maintenance Agreement

Page 4 of 12

Customer Name **School Board of Palm Beach County**

Agreement No.

Special Conditions

- McQuay will supply software upgrades as necessary and as they become available for McQuay chiller plant equipment.
- McQuay will supply remote monitoring capability of Chiller Plant.

Duration

This Agreement shall remain in effect for an initial term of -1- year (s) beginning September 1, 2006
Customer has option to renew for (2) additional one-year terms

Price and Payment Terms

1. McQuay will provide services pursuant to this Assured Maintenance Agreement for the sum of **\$36,960.00** per annum.
2. Payment will be in advance as follows: on the first day of each month beginning on the Effective Date of this Agreement, McQuay will provide Customer with an invoice in the amount of **\$3,080.00** and payment will be due upon receipt.

NOTE: This Agreement is subject to final approval by McQuay .

Assured Maintenance Agreement Amendments

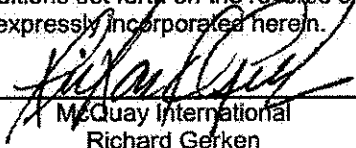
This Agreement contains two (2) or more Plans as checked on page 1 hereof. The second and third Plan (if applicable) are attached as Exhibit A and incorporated herein.

McQuay will not be responsible for ductwork, air distribution, normal daily operation,
temperature controls or space conditions (unless otherwise covered in this agreement).

This proposal expires on: August 31, 2006

The Terms and Conditions set forth on the reverse side of this signature page from an integral part of this Agreement and are expressly incorporated herein.


Submitted by


McQuay International
Richard Gerken
Service Sales Representative

Date

7.17.06

Accepted:


(Full legal name of Customer)
THOMAS E. LYNCH
Signature

SCHOOL BOARD CHAIRMAN
Title

Date

7/26/06

Approved:

McQuay International

Signature

Title

Date


Service location: McQuay -Florida

Address: 3540 W. Prospect Road, Suite 201
Fort Lauderdale, FL 33309

Location code: FL-MIAM

Salesman code: FL50212

Phone: 800-487-4808


7/18/06
Reviewed and Approved
as to Legal Sufficiency

Assured Maintenance Agreement

Centrifugal Chillers

Service Program 1

Page 6 of 12

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures, as applicable:

Annual Inspection

1. Test for refrigerant leaks including relief valve piping outlets.
2. Check main starter and control panel.
3. Inspect and tighten electrical connections.
4. Check relays, operating, and safety controls
5. Check flow switch operation.
6. Lubricate inlet vane linkage, if applicable.
7. Check vane control setting and operation
8. Take and record water side pressure drops across vessels.
9. Perform MicroTech check, log, and last fault analysis, analyze performance.
10. Perform operating log if not MicroTech and analyze.
11. Meg compressor and oil pump motors.
12. Clean oil cooler strainer, water cooled only.
13. Check oil sump heater operation.
14. Perform oil analysis for wear metals, moisture, acid.
15. Inspect vibration eliminators and inspect water piping for leaks.
16. Blow down condenser water strainer(s).
17. Check head pressure control operation for tower fans or bypass valve.
18. Check minimum condenser water temperature operation.
19. Clean purge drum and oil separator where applicable.
20. Check oil in purge pump and oil separator where applicable.
21. Lubricate purge pump motor where applicable.
22. Manually clean water side of condenser.

Semi-Annual Inspection

1. Review manufacturer's recommendations for operation.
2. Check auxiliary equipment operation.
3. Check oil levels.
4. Check oil sump heater, gear case heater, and purge pump oil heaters where applicable.
5. Check relays, operating, and safety controls.
6. Check chilled water pump(s).
7. Check condenser water pump(s) and cooling tower.
8. Check water chiller.
9. Check purge unit operation where applicable.
10. Log all operating conditions.
11. Review operating procedures with chiller operator.

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Assured Maintenance Agreement

Fan and Central Fan Systems

Service Program 5

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures:

Fans - Inspection

1. Check and clean fan assembly.
2. Lubricate fan bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Check belts and sheaves.
5. Tighten all nuts and bolts.
6. Check motor mounts and vibration pads.
7. Check motor operating conditions.
8. Inspect electrical connections and contactors.
9. Lubricate and adjust associated dampers and linkage.
10. Check fan operation.

Central Fan Systems - Inspection

1. Lubricate fan bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check belts and sheaves.
4. Tighten all nuts and bolts.
5. Check motor mounts and vibration pads.
6. Check motor operating conditions.
7. Inspect electrical connections and contactors.
8. Lubricate and adjust associated dampers and linkage.
9. Check fan operation.
10. Check strainers, check steam traps and hand valves.
11. Check filter advancing mechanism. Lubricate and adjust as required.
12. Inspect filters.
13. Check heating and cooling coils.
14. Inspect humidifier.

Exceptions and additions: Clean pan and drain line up to trap, clean coils as needed up to one time per year, method to be determined by McQuay.

Cooling Tower and Evaporative Condenser Service Program 6

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures:

Annual Inspection

1. Remove all debris from within and around unit and flush as required.
2. Check and blow down strainers, bleed, overflow and drain.
3. Lubricate fan and motor bearings per manufacturer's recommendation.
4. Check oil in gear reducer assembly as per manufacturer's recommendation.
5. Check belts, motor pulley and motor mounts. Adjust as required.
6. Inspect electrical connections, contactors, relays and operating/safety controls.
7. Check motor operating conditions.
8. Clean float valve assembly and check for proper operation.
9. Structural components and fill are not included in Agreement.

Operational Inspection

1. Inspect fan, motor and belts.
2. Check oil level in gear reducer. Add oil as required.
3. Check intake strainer, bleed and overflow.
4. Check operating conditions. Adjust as required.

Exceptions and additions: Mechanical moving parts coverage only.

Included: Condenser water treatment: provide all required chemicals with monthly inspections, using existing water treatment equipment. Chilled water loop: sample water annually and add inhibitors as necessary.

Pumps
Service Program 7

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures:

Inspection

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts. Check motor mounts and vibration pads.
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Check and blow down condenser pump strainers and check hand valves.
8. Inspect mechanical seals or inspect pump packing.
9. Verify gauges for accuracy.

Exceptions and additions: Mechanical moving parts coverage only.

Assured Maintenance Agreement

Predictive Maintenance

Service Program 16

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures:

Spectrochemical Oil Analysis

Parameters tested	Results
Metals	Diagnosis
Moisture	Trends
Acid Number	Recommendations

1 Oil analysis(es) will be performed annually

Refrigerant Analysis

Parameters tested	Results
High boiling residue	Diagnosis
Acid number	Trends
Moisture content	Recommendations

0 Refrigerant analysis(es) will be performed annually

Eddy Current Tube Analysis

Parameters tested	Results
Corrosion	Verbal report
Support wear	Written report
Freeze bulges	Charts/Diagrams
Split fins	Recommendations
Leakers	
Pitting	

0 Eddy current analysis(es) will be performed annually. (Or is available on a quoted basis.)

Vibration Analysis

Parameters tested	Results
Measure horizontal deflections	Report
Measure vertical deflections	Trends
Measure axial deflections	Recommendations
Establish baseline	

0 Vibration analysis(es) will be performed annually

Lithium Bromide Analysis

Parameters tested	Results
Metals	Diagnosis
Lithium Bromide %	Trends
Lithium Hydroxide	Recommendations
Inhibitor	Chemical additions
Ammonia %	
Alcohol additive	
Foaming test	
Foreign contamination	

0 Lithium Bromide analysis(es) will be performed annually

(over)

Assured Maintenance Agreement

Variable Frequency Drives

Service Program 18

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures:

Annual Inspection

1. Vacuum dust from P.C. boards and internal cabinet parts.
2. Visually inspect all power connections for discoloration.
3. Tighten all electrical connections on line/load side of circuit breaker, output contactors, by-pass switches, SCR's, and power modules.
4. Verify cabinet fan operation, clean and lubricate (if applicable).
5. Verify all interlocks are connected correctly, i.e., by-pass switches, motor and temperature switches, overloads, and supply/return fans.
6. Verify all remote stop/start contacts. Run, enable contacts.
7. Megger output leads, record reading.
8. Verify supply voltage and phase sequence are correct.
9. Verify speed command for auto operation is correct. Adjust as needed.
10. Verify speed shaping is correct for application. Adjust as needed.
11. Start and run VFD in manual at full speed. Verify output voltages and clamp voltages. Adjust if necessary.
12. If applicable, run out set points and faults, etc. on thermal tape printer for customer file.
13. Verify with customer whether auto restart and other special options are enabled per their request.

Operational Inspection

1. Vacuum dust from P.C. boards and internal cabinet parts.
2. Visually inspect all power connections for discoloration.
3. Tighten all electrical connections on line/load side of circuit breaker, output contactors, by-pass switches, SCR's, and power modules.
4. Verify cabinet fan operation, clean and lubricate (if applicable).
5. Verify supply voltage and phase sequence is correct.
6. Verify speed command for auto operation is correct. Adjust as needed.
7. Verify speed shaping is correct for application. Adjust as needed.
8. Start and run VFD in manual at full speed. Verify output voltages and clamp voltages. Adjust if necessary.
9. If applicable, run out set points and faults, etc. on thermal tape printer for customer file.
10. Verify with customer auto restart operation and other special options.

Exceptions and additions: Includes air handlers and chilled water pumps.

Assured Maintenance Agreement

Inspection and Conservation

Service Program 19

Customer Name **School Board of Palm Beach County**

Agreement No.

McQuay will perform the following procedures:

Leak Testing/Repair

1. Test chiller and related equipment for refrigerant leakage.
2. Identify and locate leaks.
3. Recommend corrective procedures.
4. Repair leaks if equipment covered under a Comprehensive Agreement.

Recover/Retain/Recycle

1. Recover and recycle refrigerant from chiller as necessary.
2. Identify type(s) of refrigerant and amount(s) recycled.
3. Replenish refrigerant in chiller as needed, if inspected and leaks repaired.
4. Identify type(s) of refrigerant and amount(s) required.
5. Reclaim refrigerant from equipment.
6. Identify type(s) and amount(s) of refrigerant reclaimed.
7. Verify date(s) tested, distillation vendor and date(s) shipped and returned.

Disposal

1. Dispose of refrigerant.
2. Identify type(s) and amount(s) of disposed refrigerant.
3. Verify date(s) tested, disposal vendor and date(s) shipped.
4. Obtain necessary federal, state and local authorization for transport and disposal of refrigerant.

Exceptions and additions:

Refrigerant coverage - R134a - 100%

R-11, R-12, R-500 - not covered under this agreement

R-22 - 100%

The School District of Palm Beach County, Florida

Project: Assured Maintenance Agreement Bid No.: _____

Corporation Name: McQuay Factory Service Tax FEIN Number: 41-0404230
a division of AAF-McQuay Inc.

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF Minnesota COUNTY OF Hennepin

Before me, the undersigned authority, personally appeared, Michelle Brenno, ("Corporate Representative") this 14 day of July, 2006, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Please see Attached.

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Please see Attached.

Name	Address	Percentage

C. Stock held for others and for whom held:

N/A

Name	Address	Percentage
For Whom Held		
For Whom Held		
For Whom Held		
For Whom Held		

CORPORATE REPRESENTATIVE

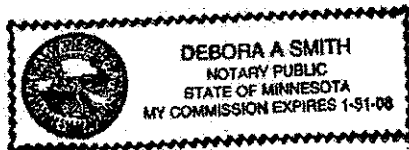
By: Michelle Brenno

Michelle Brenno, Contracts Administrator

SWORN TO and subscribed before me this 14th day of July, 2006, by Michelle Brenno. Such person(s). (Notary Public must check applicable box):

is/are personally known to me. produced a current driver license(s). produced _____ as identification.

(NOTARY PUBLIC SEAL)



Notary Public

Debora A. Smith
(Print, Type or Stamp Name of Notary Public)

Debora A. Smith 7/14/06