



Mitsubishi Electric Power Products, INC  
 THORN HILL INDUSTRIAL PARK  
 530 KEYSTONE DRIVE  
 WARRENDALE PA, 15086-7538 U.S.A  
 Phone: (724) 772-2555 Fax: (724) 778-3146  
 Home Page: www.meppi.com

## UPS Systems Group Maintenance Contract

Contract Number:	XU43-01		
Start Date:	11/21/2019	End Date:	11/20/2022
Contract Type:	Preventive Maintenance <i>Internal Reference: CM11122019ARS</i>		

### Billing Information

Customer:	County of Monterey		
Address:	1322 Natividad Road		
City:	Salinas		
State:	CA		
Zip Code:	93906		
Site Contact:	Patty Eddings		
Email Address:	<a href="mailto:eddingspl@co.monterey.ca.us">eddingspl@co.monterey.ca.us</a>		
Phone Number:	831-769-8882		
<i>Please note, net 30 payment terms – billed in advance</i>			

### Equipment Location

Customer:	County of Monterey		
Address:	1322 Natividad Road		
City:	Salinas		
State:	CA		
Zip Code:	93906		
Site Contact:	Don Clark		
Email Address:	<a href="mailto:clarkd@co.monterey.ca.us">clarkd@co.monterey.ca.us</a>		
Phone Number:	831-262-0562		



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## UPS Systems Group Maintenance Contract

### Schedule A

#### *Equipment Type and Service Plan*

UPS Model Number:	9700 / 150 kVA		
Serial Number:	02-GJMBQ1-03		
Battery Type:	VRLA EnerSys		
Battery Model:	12HX505-FR		
Service Plan:	Preventive Maintenance		
Part Number:			
Options:	Gold Plan	Price	\$6,300.00
Options:	Gold Plan	Price	\$5,985.00
Options:	Gold Plan	Price	\$5,670.00
Notes:	Based on (1) string of batteries		
Life cycle replacement parts are not covered under contract Tax not included		Total	<b>\$17,955.00</b>

### Service Plan

#### **Gold Plan**

- 24 x 7 Remedial Parts & Maintenance on the UPS Module
  - Does not include batteries, capacitors, or fans (life cycle replacement parts)
- Two Preventive Maintenance visits
  - One Annual visit on the UPS and batteries
  - One Semi-Annual visit on the batteries



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## UPS Systems Group Maintenance Contract

Subject to all of the terms and conditions of this Agreement, Customer hereby requests and Mitsubishi Electric Power Products, Inc. UPS Systems Group ("MEPPI") hereby agrees to provide service on the Mitsubishi UPS Equipment described on Schedule A to this Agreement (the "Equipment"), in accordance with the terms and price of the UPS System Service Plan described below and selected by Customer on Schedule A. This Agreement is effective from the date on which it is accepted by MEPPI and shall remain in force for an initial period of one (1) year from that date.

**In the event of an emergency:  
 Please call MEPPI's 24x7 Technical Support Line – 1-800-887-7830**

*In closing, we would like to thank you for giving this service opportunity to Mitsubishi Electric Power Products, Inc. To activate the maintenance contract please issue a Purchase Order to Mitsubishi Electric, as listed above, and return a signed copy of this quote to your Mitsubishi representative.*

Customer Signature	Mitsubishi Signature
Signature:	Signature: <i>Lynn Richards</i>
Print Name:	Print Name: <i>Lynn Richards</i>
Title:	Title: <i>Inside Service Manager</i>
Date Signed:	Date Signed: <i>11/26/19</i>

THE ATTACHED TERMS AND CONDITIONS ARE PART OF THIS AGREEMENT. BY SIGNING ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## UPS Systems Group Maintenance Contract

### TERMS AND CONDITIONS

#### I. GENERAL TERMS

The sale of services or goods under this Agreement by MEPPi is conditioned upon Customer's acceptance of these terms and conditions. Any different terms and conditions, which may be proposed by Customer, are objected to and are not binding upon MEPPi.

#### II. EQUIPMENT

MEPPi shall provide Preventive Maintenance ("PM") and Remedial Maintenance ("RM"), as defined in Sections III and IV below, in accordance with the Service Plan selected by Customer on the Equipment and at the locations listed on Schedule A (the "Covered Locations").

#### III. PREVENTIVE MAINTENANCE

Preventive Maintenance means the routine service required to maintain the Equipment in proper operating condition in accordance with factory specifications under normal use and service. MEPPi shall schedule a field engineer to perform PM's on a date mutually convenient to Customer and MEPPi. PM's shall be performed during MEPPi's normal working hours of 8:00 a.m. to 5:00 p.m. (Central Time Monday through Friday), unless otherwise specified.

#### IV. REMEDIAL MAINTENANCE

Remedial Maintenance means the service required to return Equipment to operating condition in accordance with factory specifications under normal use and service, where the Equipment has failed to so operate because of a manufacturing defect in materials or workmanship. MEPPi will provide RM in accordance with the Service Plan selected by Customer, following receipt of verbal or written notification from Customer of Equipment failure.

#### V. FIELD ENHANCEMENTS

At Customer's request, MEPPi will provide Equipment enhanced field modifications. Equipment enhanced field modifications are defined as material and labor used to provide an additional feature or capability of the UPS System. These services will be billed separately on a parts and labor basis.

#### VI. BATTERY MAINTENANCE

MEPPi's sole responsibility for maintenance of batteries used and operated in conjunction with the Equipment is limited to cleaning batteries, assuring the integrity of connectors and proper battery voltage levels. (Refer to Schedule A for Battery Maintenance responsibilities). Customer shall be solely responsible for the cost of battery cells and accessory parts replacement, if required.

#### VII. ACCESS TO MEPPi SERVICE DEPARTMENT

MEPPi provides a twenty-four (24) hour, seven (7) days a week Service telephone number for use by Customers: (1-800-847-7830).

#### VIII. PARTS REPLACEMENT

Except as provided in Section XIII, MEPPi shall replace all parts in accordance with the Service Plan selected by Customer.

#### IX. INVOICING AND PAYMENT

Customer shall pay the annual charges for the Service Plan selected in advance, including applicable sales/use taxes. Charges shall be payable net thirty (30) days from date of invoice. Service and repairs not covered under the Service Plan will be billed on a labor and parts basis and are payable net thirty (30) days from date of invoice. MEPPi shall provide Customer with 60 days notice of any increase in the annual service charges for renewal of this Agreement. Any past due amount shall be subject to interest at the lower of 1% per month or the highest rate permitted by law, and Customer shall be responsible for all costs and expenses incurred by MEPPi, including attorneys' fees and costs, in collecting past due invoices or other payments.

#### X. LIMITED WARRANTY

- MEPPi warrants that the services provided under this Agreement shall be performed in a competent manner. MEPPi further warrants that any parts furnished by MEPPi in connection with this Agreement shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.
- MEPPi's sole and exclusive liability, and Customer's sole and exclusive remedy, under these warranties shall be that MEPPi, at its sole option, shall adjust or repair, as soon as practicable, equipment which is not operating under normal use and service in accordance with factory specifications because of a manufacturing defect in materials or workmanship, for the longer of the remaining term of this agreement or 90 days from the date of service.
- The foregoing paragraph sets forth the exclusive remedy of Customer and the sole liability of MEPPi for any and all claims based on MEPPi's performance of services under this Agreement or for the failure of or defect in materials or services furnished under this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and in lieu of all other warranties whether written, oral, implied, or statutory.
- Equipment not under MEPPi's original equipment warranty or a PM and RM Agreement immediately prior to the effective date of this Agreement, is subject to inspection by MEPPi to determine if it is in acceptable working condition and includes current MEPPi mandatory field modifications. Such inspection and any repairs or modifications deemed necessary by MEPPi to bring the Equipment up to good operating condition shall be made at Customer's expense under separate agreement at MEPPi's then current time and material charges.

#### XI. EXCLUSIONS FROM COVERAGE

Service labor and parts shall be invoiced as an additional charge to Customer at a 20% discount of MEPPi's then current labor and material list prices if any of the following conditions occur:

- Customer attempts to maintain or repair Equipment in a manner other than, or in conflict with, this Agreement or MEPPi's specific recommendations.
- Damage to Equipment is caused by modification, alteration, repair or service of the Equipment by any one other than an authorized MEPPi service provider, physical abuse to, or misuse of the Equipment, operation in a manner contrary to the instructions which accompany the Equipment, use of the Equipment in conjunction with equipment supplied by a third party, or any damage caused by acts of God such as lightning or fluctuation in electrical power.
- Damage to Equipment results from failure to maintain facilities and Equipment in a reasonable manner. (Refer to Section XV - Customer Responsibilities.)
- Parts and Labor required to maintain the equipment that is not included in the Service Plan selected by the customer.
- The MEPPi Service Engineer is denied ready and reasonable access to Covered Location or the Equipment.
- The Equipment is repaired or serviced by a service provider who is not expressly authorized by MEPPi.

7 It is necessary, due to local circumstances, to use union labor or hire an outside contractor. MEPPi service personnel will provide supervision only and Customer shall be responsible for the cost of such union or contracted labor.

8 The cost of parts and labor to replace batteries.

9 The Equipment is moved from the Covered Location. Charges to provide Service at such other site shall be subject to mutual agreement between Customer and MEPPi.

10 Cost of completing a service call that is delayed or interrupted by Customer.

**XII. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY**  
EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, MEPPi MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

2 MEPPi shall not be responsible under any circumstances, either directly or indirectly, for any damage to the Equipment or any other property of Customer, nor for any injuries to or death of any person in connection with MEPPi's performance under this Agreement, except where such damage, injury or death is directly and solely attributable to the gross negligence of MEPPi. In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall MEPPi be liable to customer or any third parties for indirect, incidental, special or consequential damages of any nature or from any cause whatsoever, including, but not limited to, loss of use of Equipment, lost production, lost profits, loss of customers, cost of substitute equipment, facilities or services or down time.

3 MEPPi's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Agreement or MEPPi's furnishing of the services and products described in this Agreement shall be limited to Customer's actual and direct damages, not to exceed the greater of the net book value of the Equipment (cost of Equipment less depreciation to date) or three times the annual charges for the period of coverage specified in this Agreement, reduced by any damages attributable to the negligence of Customer's employees or agents.

4 In no event shall MEPPi be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment. Customer shall indemnify MEPPi from any and all claims for injury to or damages suffered by MEPPi's employees, agents and subcontractors while performing Services at Customer's site.

#### XIII. ACCESS TO EQUIPMENT

Customer shall provide MEPPi full and free access to the Equipment at the Covered Location and shall furnish MEPPi personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to MEPPi. Customer shall be responsible for providing MEPPi personnel a safe workplace to perform services under this Agreement.

#### XIV. DEFAULT

In addition to all other rights and remedies provided to MEPPi at law or under this Agreement, this Agreement shall terminate immediately without further notice to Customer, if Customer is in default of any of its obligations under this Agreement, and such default continues for twenty (20) days after receipt of notice thereof.

#### XV. CUSTOMER RESPONSIBILITIES

Customer shall provide proper and reasonable maintenance of facilities and Equipment including, but not limited to, the following:

- Maintaining temperature of area where Equipment is located at or below 77°F to insure longer life of the Equipment.
- Controlling humidity so that there is no condensation.
- Keeping the Equipment area free of corrosive atmospheres that would affect the life of the Equipment.
- Keeping the Equipment clean and free of loose dirt and debris.

#### XVI. TERM AND TERMINATION

This Agreement shall be in effect for a period of one year commencing on the effective date shown on Schedule A. Thereafter, this Agreement shall be renewed for successive one year terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Agreement.

#### XVII. ENTIRE AGREEMENT

The terms and conditions of this Agreement and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

#### XVIII. ASSIGNMENT

This Agreement is not assignable by Customer without the prior written consent of MEPPi. Any attempt by Customer to assign any of its rights, duties or obligations under this Agreement without such consent is void. Customer acknowledges and agrees that subcontractors or authorized service providers selected by MEPPi may perform the services described in this Agreement.

#### XIX. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, postage prepaid, to the parties at the address first listed in this agreement or any other address as is specified for the applicable party by notice given as provided in this paragraph.

#### XX. MISCELLANEOUS

- The services provided by MEPPi under this Agreement do not assure that operation of the Equipment will be uninterrupted or error free. MEPPi shall not be liable for delay or failure to perform any service or fulfill its obligations under this Agreement due to any cause beyond its reasonable control such as, but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, fires, unusually severe weather or inability to obtain or delay in obtaining parts, materials or labor.
- If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

## **UPS Systems Group Maintenance Contract**

### **UPS System Preventative Maintenance Scope of Work**

#### **Annual System Check**

#### **1.) Physical Inspections**

- a. Internal/external visual inspection of UPS cabinet for signs of dirt and other foreign material
- b. Visual inspection of internal components for signs of deterioration and or damage
- c. Visual inspection of internal wiring signs of looseness deterioration and or damage
- d. Visual inspection of environment for signs of impact to proper UPS operation

#### **2.) Electrical Inspections**

- a. Verification of proper software versions and all adjustable parameters
- b. Verification of proper control power supply values
- c. Verification of proper converter/rectifier operation
- d. Verification of proper inverter operation
- e. Verification of proper cooling fan operation
- f. Verification of proper static/internal maintenance bypass operation
- g. Verification that system voltages and currents are within specifications
- h. Verification of proper display of system values
- i. Review event/fault history menus

#### **3.) Systems Operation Check**

- a. Verification of proper inverter forward and revers manual transfer operation
- b. Verification of proper inverter forward and reverse automatic (fault) transfer operation
- c. Verification or proper external maintenance bypass operation
- d. Verification of proper emergency (back up) mode of operation (after battery check only)
- e. Verification of proper operation of peripheral products
- f. Verification of proper operation of emergency power off (EPO) test
- g. Verify UPS is supporting critical load and no alarms are present

#### **4.) Follow Through**

- a. Document and advise customer of all findings
- b. Review equipment operation and event/fault history with customer
- c. Make adjustments or take corrective action where possible
- d. Develop a remedial action plan with customer to address major issues



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## **UPS Systems Group Maintenance Contract**

### **UPS System Preventative Maintenance Scope of Work**

#### **Semi-Annual System Check**

##### **1.) Physical Inspections**

- a. Visual inspection of environment for signs of impact to proper UPS operation

##### **2.) Electrical Inspections**

- a. Verification of proper software version and all adjustable parameters
- b. Verification of proper cooling fan operation
- c. Verification of proper display of system values
- d. Review event/fault history menus

##### **3.) System Operation Check**

- a. Verify UPS is supporting critical load and no alarms are present

##### **4.) Follow Through**

- a. Document and advise customer of all findings
- b. Review equipment operation and vent/fault history with customer
- c. Make adjustments or take corrective action where possible
- d. Develop a remedial action plan with customer to address major issues

## **UPS Systems Group Maintenance Contract**

### **(VRLA) Battery System Preventative Maintenance Scope of Work**

#### ***Semi-Annual System Check***

##### **1.) Visual Inspection**

- a. Inspect individual battery units for signs of electrolyte leakage, venting, overheating, terminal integrity, terminal corrosion, bulging, and general cleanliness
- b. Check battery room or area for proper temperature and ventilation

##### **2.) Cleaning**

- a. Battery cabinet interior/exterior free of dirt and debris
- b. Battery units free of dust and debris

##### **3.) Data Recording/Measurements**

- a. Battery cabinet name plate information including date code
- b. Ambient battery unit temperature at or near the highest physical location in the battery string
- c. DC float voltage for each individual battery unit
- d. Measure and record each battery units internal Ohmic values
- e. Temperature of the negative terminal on each battery unit
- f. Measure for DC ground faults

##### **4.) Battery Charger**

- a. Verify proper battery string float voltage and charging current per manufactures specifications

#### ***System Checks Performed Annually***

- b. \*Measure and record all inter-cell and main terminal cable Ohmic values. Take apart and clean any connection that has an Ohmic value less than the manufacturer's recommended value or has a value that decreased by more than 20% below the baseline value. Any loose connections that are found will be torqued to the battery manufacturer's recommended value.

\*Requires DC breaker to be opened or UPS charger to be off (contingent upon customer approval)

##### **5.) Remedial Action**

- a. Develop remedial action plan with customer to replace battery units where test values fall outside of the battery manufactures specifications