

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 16-008-SS

THIS AGREEMENT is made, on the date of execution by the County, between Siemens Industry, Inc. ("Contractor"), 6435 Virginia Manor Road, Beltsville, Maryland 20705, a Maryland corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Attachment A (Advantage Services Agreement) together with any Attachments and amendments issued or applicable thereto, awarded to Siemens Industry, Inc.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

2. PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement.

3. SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment for the provision of maintenance and technical services for HVAC Support System at the Arlington County properties outlined in Section 1.2 of Attachment A to the Agreement, and all other work shown, described and required in the Contract Documents (the "Work"). The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

4. CONTRACT TERM

Work under this Agreement will commence upon execution of this Agreement and be completed no later than June 30, 2020 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

5. CONTRACT AMOUNT

The County will pay the Contractor monthly according to the prices shown in Attachment A, in accordance with the Payment Terms paragraph for the Contractor's completion of the Work described and required in the Contract Documents for the Contract Term, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project

Officer. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the Work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such

prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

11. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

12. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

13. COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

14. FAILURE TO DELIVER

In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

15. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

16. PROJECT STAFF

The County will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the

County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

17. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

18. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

19. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

20. ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

21. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the term of this Contract.

22. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

25. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be

exclusive of any other remedy available to the County at law or in equity.

26. RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

27. DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

28. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

29. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

30. PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

31. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than the performance of all obligations under this Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties under the control of the Contractor; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the Project Officer's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of

computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

32. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

33. PROHIBITION AGAINST ASBESTOS CONTAINING MATERIALS

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the Contractor to the County under this Contract.

34. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage

line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

35. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

36. IBC REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all current International Building Code (IBC) requirements and the requirements of the Virginia Uniform Statewide Building Code (USBC); and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or national code requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor under this Contract.

37. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor Force Majeure, beyond the and outside the scope of the Contractor's then current disaster plan, control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control

of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

38. GENERAL INSURANCE REQUIREMENTS:

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and agrees to maintain such insurance until the completion of this Contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.

Contract identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability -- \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of \$1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are acceptable to the County.

39. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

40. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

41. SURVIVAL OF TERMS

In addition to section in this Contract which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; AND WARRANTY.

42. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. HEADINGS

Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS these signatures:

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

SIEMENS INDUSTRIES, INC.

SIGNED BY: *[Signature]*
for
PRINT NAME: MICHAEL E. BEVIS, JD, CPPO, CPSM, PMP
AND TITLE: PURCHASING AGENT
DATE: 7 / 15 / 2015

SIGNED BY: *[Signature]*
PRINT NAME: BILL VOIGT
AND TITLE: Area Service Operations Manager
DATE: 7-9-15

Patrick J. Mercer
Area Sales Manager
[Signature]
7/10/15

ADDENDUM 1
ATTACHED HERETO IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE

Approved By Legal
Digitally signed by Bejo Albert
DN: serialNumber=2002XC, BS, givenName=Albert, sn=Bejo, o=Siemens, cn=Bejo Albert
Date: 2015.07.06 23:15:51 -0400

AGREEMENT NO. 16-008-SS
ATTACHMENT A – ADVANTAGE SERVICES AGREEMENT

1. SIEMENS INDUSTRY, INC.

1.1. Investment Breakout

Services shall be provided at the (17) Arlington County Facilities with Siemens EMS Controls.

Year 1:	07/01/2015 to 06/30/2016	\$275,496.00	annually	paid \$22,958.00	monthly
Year 2:	07/01/2016 to 06/30/2017	\$285,528.00	annually	paid \$23,794.00	monthly
Year 3:	07/01/2017 to 06/30/2018	\$294,072.00	annually	paid \$24,506.00	monthly
Year 4:	07/01/2018 to 06/30/2019	\$302,916.00	annually	paid \$25,243.00	monthly
Year 5:	07/01/2019 to 06/30/2020	\$312,012.00	annually	paid \$26,001.00	monthly

1.2. Arlington County and Siemens Building Breakout

Full Coverage For ALL Siemens EMS Sites	Year 1 7/1/15 – 6/30/16	Year 2 7/1/16 – 6/30/17	Year 3 7/1/17 – 6/30/18	Year 4 7/1/18 – 6/30/19	Year 5 7/1/19 – 6/30/20
Courts Police**	\$63,055.00	\$64,946.00	\$66,895.00	\$68,901.00	\$70,968.00
Detention Facility**	\$77,512.00	\$79,837.00	\$82,232.00	\$84,698.00	\$87,238.00
Shirlington Library	\$31,148.00	\$32,081.00	\$33,044.00	\$34,035.00	\$35,056.00
Lee center	\$5,912.00	\$6,089.00	\$6,272.00	\$6,453.00	\$6,654.00
Equipment center***	\$4,071.00	\$5,959.00	\$6,138.00	\$6,328.00	\$6,518.00
Fire station No. 4	\$4,430.00	\$4,562.00	\$4,669.00	\$4,840.00	\$4,985.00
Drewry center	\$1,557.00	\$1,624.00	\$1,673.00	\$1,723.00	\$1,774.00
Fenwick Center	\$3,325.00	\$3,425.00	\$3,528.00	\$3,633.00	\$3,742.00
Arlington Arts Center	\$7,314.00	\$7,533.00	\$7,759.00	\$7,991.00	\$8,231.00
Arlington Water & Sewer	\$8,220.00	\$8,466.00	\$8,720.00	\$8,982.00	\$9,251.00
Courthouse Plaza NOC I	\$4,880.00	\$5,026.00	\$5,177.00	\$5,332.00	\$5,492.00
Trade Center NOC II	\$4,927.00	\$5,075.00	\$5,227.00	\$5,384.00	\$5,545.00
Emergency Communication Center	\$15,223.00	\$15,680.00	\$16,150.00	\$16,634.00	\$17,133.00
Transit Bureau	\$7,864.00	\$8,088.00	\$8,342.00	\$8,594.00	\$8,844.00
Central Library	\$34,354.00	\$35,385.00	\$36,446.00	\$37,540.00	\$38,666.00
Woodmont CC	\$1,080.00	\$1,112.00	\$1,145.00	\$1,180.00	\$1,215.00
Shirlington Bus Station	\$624.00	\$640.00	\$655.00	\$668.00	\$700.00
Total For 17 Sites:	\$275,496.00	\$285,528.00	\$294,072.00	\$302,916.00	\$312,012.00

** The Courts/Police and Detention Center will benefit from a prorated price for 2015-2016 which includes warranty coverage for main DDC panel parts & labor. Siemens shall still provide preventive maintenance and emergency labor on-site under the service agreement.

*** The Equipment Center will benefit from a prorated price for 2015-2016 which includes warranty coverage for Siemens material and labor installed during the construction renovation. Siemens shall provide preventive maintenance and emergency labor on-site under the service agreement.

2. OVERVIEW

2.1. Executive Summary

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Arlington County made a significant investment for its facilities and its complex technical systems which are critical to the profitability and productivity of its overall business. This proposed solution will proactively service to protect that substantial investment through a program of planned service tasks by our trained technical staff. This service plan has been specifically developed to support Arlington’s unique facility needs, and the services provided herein will help the County in achieving its facility goals.

3. SERVICE SOLUTION

3.1. HVAC Control Services – Automation

3.1.1. Account management

Quality Assurance: Through implementation of our Quality Assurance process, Siemens shall ensure that our delivered services are of the highest quality. Siemens shall meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. Siemens shall discuss the performance of County systems, County facility, and make recommendations for improvements. Siemens can discuss recommendations for changes in the service program to better meet your changing needs. Siemens also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

3.1.2. Technical Support Services Included:

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens shall respond within 2 hours. Monday through Sunday, 24 hours per day, including Holidays, upon receiving notifications of an emergency, as determined by County staff and Siemens. Where applicable, Siemens shall furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens shall provide phone support to County staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency Onsite Response: Monday through Sunday, 24, Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens shall provide this service between scheduled service calls and respond onsite at County facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by County staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by County staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by County staff and Siemens, may be incorporated into the next scheduled service call.

Data Protection & Data Recovery Services:

Siemens shall perform scheduled database back-ups of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business

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information. Should a catastrophic event occur, Siemens shall respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore County operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this agreement.

Preventive Maintenance:

Siemens shall provide preventive maintenance scheduled visits in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this service agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns. Siemens shall document each work order for on-site system preventative maintenance; will list the inspection date, individual report to, equipment identification, equipment locations, work to be performed and any special instruction.

Repair & Replacement Services:

To reduce the effects of unbudgeted repairs, Siemens shall provide labor and / or materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention:

Control Loop Tuning:

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens shall ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service, are itemized in the List of Maintained Equipment in this service agreement.

Pneumatic Control Coverage, Preventive Maintenance:

Pneumatic controls can drift out of calibration with changes in mechanical component performance, building use, and climatic conditions. Siemens shall provide preventative maintenance in accordance with a program of standard routines that include calibration as determined by our experience, equipment application and location. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

3.1.3. System Performance Updates and Upgrades Included:
1400 North Uhle Street Software Support and Updates:

Siemens shall provide the County with software and documentation updates to your existing Siemens software licenses (typical of 9) as they become available (approximately annually). Included is onsite training to familiarize the County with the new features and their associated benefits. Siemens shall create or modify all existing graphics to ensure that the software interface continues to meet the County's needs. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment

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unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

4. CORRECTIVE MAINTENANCE

4.1. Maintained Equipment Table

Detention Facility – 1435 North Courthouse Road

Qty	Equipment	Manufacturer
9	PXM, BACnet field panel	Siemens Industry
1	PXM Smoke Control Panel	Siemens Industry
2	PXC, BACnet field panel	Siemens Industry
28	Duct RTD	Siemens Industry
12	Immersed RTD	Siemens Industry
1	Outside Air RTD	Siemens Industry
21	Current Relays	Siemens Industry
6	RH Duct	Siemens Industry
3	Transducers 0-300 psi	Siemens Industry
33	Air Static Pressure	Siemens Industry
1	Trunk Interface	Siemens Industry
1	Modem	Siemens Industry
7	Solenoid Valves	Siemens Industry
19	Freeze/Fire Thermostats	Siemens Industry
24	Air Flow Switches	Siemens Industry
19	Valves	Siemens Industry
13	Liquid Differential Pressure Switches	Siemens Industry
11	Electric Relays	Siemens Industry
1	Smoke Control Panel	Siemens Industry
1	<i>Insight V.2</i> Software (server software)	Siemens Industry
7	Server licenses	Siemens Industry
4	Transducers	Siemens Industry
40	Damper Actuators, 4 inch	Siemens Industry
5	Butterfly Valves	Siemens Industry
16	Static Pressure Switches	Siemens Industry
6	Damper Actuators, 6 inch	Siemens Industry
19	Damper Actuators, 3 inch	Siemens Industry
78	Thermostats	Siemens Industry
65	Temperature Transmitters	Siemens Industry
6	Freeze/Fire Thermostats	Siemens Industry
5	Electric Actuators	Siemens Industry
51	Thermostats	Siemens Industry
80	Receiver Controllers	Siemens Industry
129	Valves	Siemens Industry
13	Electric Thermostats	Siemens Industry
2	PE Switches	Siemens Industry
1	EP	Siemens Industry
1	Air compressor	Siemens Industry
2	Electric Relays	Siemens Industry

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Courts/Police – 1425 North Courthouse Road

Qty	Equipment	Manufacturer
8	PXM, BACnet field panel	Siemens Industry
8	PXCC, BACnet field panels	Siemens Industry
1	PXM Smoke Control Panel	Siemens Industry
33	Duct RTD	Siemens Industry
10	Immersed RTD	Siemens Industry
1	Outside Air RTD	Siemens Industry
22	RH RTD	Siemens Industry
38	Air Static Pressure	Siemens Industry
1	Trunk Interface	Siemens Industry
1	Modem	Siemens Industry
22	Solenoid Valves	Siemens Industry
30	Freeze/Fire Thermostats	Siemens Industry
350	Valves	Siemens Industry
7	Liquid Differential Pressure Switches	Siemens Industry
379	Terminal Equipment Controller	Siemens Industry
40	Transducers	Siemens Industry
1	Uninterruptable Power Supply	Siemens Industry
57	Damper Actuators, 6inch, 4inch	Siemens Industry
5	Damper Actuators, 3 inch, electric	Siemens Industry
19	Thermostats	Siemens Industry
3	Electric Thermostats	Siemens Industry
22	PE Switches	Siemens Industry
1	EP	Siemens Industry
4	Electric Relays	Siemens Industry
1	Air Compressor	Siemens Industry

Lee Center - 5711 Lee Highway

Qty	Equipment	Manufacturer
1	Modular Building Controller, field panel	Siemens Industry
6	Duct RTD	Siemens Industry
6	RH Duct	Siemens Industry
3	Air Static Pressure	Siemens Industry
1	Modem	Siemens Industry
20	Terminal Equipment Controller	Siemens Industry
2	Sequencers	Siemens Industry
12	Damper Actuator, elec.	Siemens Industry
20	Space sensors	Siemens Industry
1	Electric Thermostat	Siemens Industry
4	Time clock	Siemens Industry
3	Current relays	Siemens Industry

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Shirlington Library - 4200 Campbell Avenue

Qty	Equipment	Manufacturer
7	Mechanical Equipment controller, field panel	Siemens Industry
32	MEC point blocks	Siemens Industry
12	Duct avg. RTD	Siemens Industry
38	Immersed RTD	Siemens Industry
1	Outside Air RTD	Siemens Industry
37	Current Relays	Siemens Industry
20	Relative Humidity sensor	Siemens Industry
5	Flow Meters	Siemens Industry
18	Air Static Pressure	Siemens Industry
1	Trunk Interface	Siemens Industry
2	Modem	Siemens Industry
8	Electric Thermostats	Siemens Industry
6	Air Flow Switches	Siemens Industry
69	Valves < 2"	Siemens Industry
18	Valves > 2"	Siemens Industry
22	Damper Actuators	Siemens Industry
1	3 way Butterfly Valves	Siemens Industry
22	CO sensors	Siemens Industry
69	Terminal equipment controllers	Siemens Industry
11	Room Sensors	Siemens Industry
12	Temperature Transmitters point	Siemens Industry
19	Freeze Thermostats	Siemens Industry
10	Electric Aqua Thermostats	Siemens Industry

Equipment Center - 2701 South Taylor Street

Qty	Equipment	Manufacturer
1	BACnet PXC Modular, Field Panel w/TX/IO	Siemens Industry
2	BACnet PXCC 24, Field Panels	Siemens Industry
7	Room Sensors	Siemens Industry
1	OAT Outside Air	Siemens Industry
1	Compressed Natural Gas Monitoring System	ESP Safety, Inc
All	Sensors and Devices Installed By Siemens	Siemens Industry
All	Current Switches/relays/transformers	Siemens Industry
VRF	Excludes: All Dakin VRF system controls/devices	Dakin/Havtech

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Arlington Emergency Communication Center (ECC)

Qty	Equipment	Manufacturer
1	PC Workstation with Client License	HP
2	PXC Modular, Field Panel w/TX/IO	Siemens Industry
3	PXC 24 Ethernet, Field Panel	Siemens Industry
1	PXX RS-485 Expansion Module	Siemens Industry
12	TX/IO Modules	Siemens Industry
1	Bus Interface Module (BIM)	Siemens Industry
1	LSM MODBUS Gateway	Siemens Industry
6	Room Sensor Beige	Siemens Industry
2	Immersed RTD	Siemens Industry
12	Duct RTD	Siemens Industry
1	Room Relative Humidity	Siemens Industry
5	Duct RH 0-10 VDC	Siemens Industry
4	Static Pressure Sensors	Siemens Industry
1	Differential Pressure Switch	United Electric
2	Differential Pressure Monitors	Setra
2	Leak Detectors	Kele
1	Hydrogen Gas Detector	SBS, Inc
1	Alarm Indicator Station	Kele
All	Sensors Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Arlington Arts Center – 3550 Wilson Blvd.

Qty	Equipment	Manufacturer
1	PXC Modular, Field Panel w/TX/IO	Siemens Industry
1	PXC, Field Panel	Siemens Industry
1	MODBUS Gateway Driver	Siemens Industry
41	Fan Coil Equipment Controllers	Siemens Industry
28	Room Sensors	Siemens Industry
1	OAT Outside Air	Siemens Industry
4	Unit Heater Controller	Siemens Industry
1	PXM Gateway Driver (Boilers)	Siemens Industry
4	Valves < 2"	Siemens Industry
All	Sensors and Devices Installed By Siemens	Siemens Industry
All	Current Switches/relays/transformers	Siemens Industry

Arlington Water and Sewer - 4200 South 28th Street

Qty	Equipment	Manufacturer
1	PXC Modular, Field Panel w/TX/IO	Siemens Industry
24	Terminal Equipment Controllers	Siemens Industry
2	Immersed RTD	Siemens Industry
2	Duct RTD	Siemens Industry
1	Differential Pressure Monitors	Setra

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1	OAT Outside Air Temp	Siemens Industry
26	Electronic Damper Actuators	Siemens Industry
24	Space sensors	Siemens Industry
23	Valves < 2”	Siemens Industry
3	CO2 Room Sensors	Siemens Industry
1	CO Sensor	MSA
2	OA Airflow Measuring Station	EBTRON
All	Sensors and Devices Installed By Siemens	Siemens Industry
All	Current Switches/relays/transformers	Siemens Industry

Courthouse Plaza NOC – 2100 Clarendon Blvd.

Qty	Equipment	Manufacturer
1	PXC Modular, Field Panel w/TX/IO	Siemens Industry
2	PXC, Field Panels	Siemens Industry
1	PXC MODBUS Gateway Driver	Siemens Industry
7	Duct RTD	Siemens Industry
4	Immersed RTD	Siemens Industry
2	Strap On Well Sensors	Siemens Industry
All	Sensors and Devices Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	Siemens Industry
1	Excludes: STULZ MIB Control Boards	Stulz Air Technology

Trade Center NOC – 2770 South Taylor Street

Qty	Equipment	Manufacturer
1	PXC Modular, Field Panel w/TX/IO	Siemens Industry
1	Modular Equipment Controller, field panel	Siemens Industry
1	MEC point blocks	Siemens Industry
1	PXC MODBUS Gateway Driver	Siemens Industry
8	Leak Detectors A/C Units	<i>Kele</i>
4	Relative Humidity/Space Sensors	Siemens Industry
2	Immersion RTD Sensors	Siemens Industry
2	Strap On Well Sensors	Siemens Industry
1	Ultrasonic Fuel Level Sensor	<i>Kele</i>
ALL	Sensors and Devices Installed By Siemens	Siemens Industry
ALL	Current Switches/Relays/Transformers	Siemens Industry

Arlington Transit Bureau – 2900 South Eads Street

Qty	Equipment	Manufacturer
1	Insight Client PC on-site	Dell
1	BACnet PXC Modular, Field Panel w/TX/IO	Siemens Industry
1	BACnet PXC 24, Field Panel	Siemens Industry
1	BACnet Gateway Driver (AAON RTU’s)	Siemens Industry
10	VAV Box Terminal Equipment Controllers	Siemens Industry
10	VAV Box Room Sensors	Siemens Industry
10	VAV Box Damper Actuators	Siemens Industry

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All	Sensors Manufactured By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Fenwick – 800 South Walter Reed Drive

Qty	Equipment	Manufacturer
3	PXC Modular, Field Panel w/TX/IO	Siemens Industry
2	PXC 24, Field Panel	Siemens Industry
5	VAV Box Terminal Equipment Controllers	Siemens Industry
5	VAV Box Room Sensors	Siemens Industry
5	VAV Box Damper Actuators	Siemens Industry
7	Differential Pressure Monitors	Siemens Industry
All	Sensors Manufactured & Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Drewery Center – 1735 North George Mason Drive

Qty	Equipment	Manufacturer
1	Mechanical Equipment Controller (MEC)	Siemens Industry
All	Sensors Manufactured & Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Fire Station #4 – 3121 10th Street N

Qty	Equipment	Manufacturer
2	PXC Modular, Field Panel w/TX/IO	Siemens Industry
1	BACnet MSTP License Driver	Siemens Industry
1	PXC 24, Field Panel	Siemens Industry
10	VAV Box Terminal Equipment Controllers	Siemens Industry
10	VAV Box Room Sensors	Siemens Industry
10	VAV Box Damper Actuators	Siemens Industry
10	Valves < 2"	Siemens Industry
All	Sensors Manufactured & Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Central Library – 1015 North Quincy Street

Qty	Equipment	Manufacturer
1	Insight Client PC on-site	HP
2	BACnet PXC Modular, Field Panel w/TX/IO	Siemens Industry
7	BACnet PXC 36 Ethernet, Field Panel	Siemens Industry
97	A TEC VAV Box Controllers (includes actuator)	Siemens Industry
28	VAV Box Terminal Equipment Controllers (TEC)	Siemens Industry
28	Valve actuators (TEC)	Siemens Industry
28	VAV Box Damper Actuators	Siemens Industry
35	Unit Conditioner Controllers (TEC)	Siemens Industry
160	TEC Room Sensors	Siemens Industry
18	Damper actuators AHU's	Siemens Industry
1	OAT/H	Siemens Industry

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14	Differential Pressure Sensors	Setra
6	Mixed Air RTD	Siemens Industry
14	Duct RTD	Siemens Industry
11	Room Relative Humidity	Siemens Industry
5	Room CO2 Sensors	Siemens Industry
5	Duct RH 0-10 VDC	Siemens Industry
2	Differential Pressure Well Transmitter	Setra
3	CO garage Sensors	Honeywell
2	Immersion Well Sensors	Siemens Industry
All	Sensors Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Woodmont Community Center

Qty	Equipment	Manufacturer
1	BACnet PXC 16	Siemens Industry
16	Viconic BACnet Stats	Viconic
All	Current Switches/Relays/Transformers	ANY

Shirlington Bus Station

Qty	Equipment	Manufacturer
1	BACnet PXC 24	Siemens Industry
2	Room Sensors	Siemens Industry
All	Sensors Manufactured & Installed By Siemens	Siemens Industry
All	Current Switches/Relays/Transformers	ANY

Material Exclusions:

- Sensors and control devices provided by another controls company.
- BAS Server – County to provide new server and maintain

4.2. Service Team

An important benefit of this service plan derives from having the trained service personnel of Siemens Industry, Inc. familiar with County facility systems. Siemens implementation team of local experts provides thorough, reliable service and scheduling for the support of County systems.

The following list outlines the service team that will be assigned to the service of County facilities.

Brian Nolen - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.
Direct Dial: (301) 289-9092

Charlie Leong - Service Account Engineer is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.
Direct Dial: (301) 837-2537

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Henry Ko – Virginia Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements. Will oversee the account service team and ensure quality service for the customer.
Direct Dial: (301) 837-2723

Sharon Hill – Service Coordinator is responsible for supporting the service team and emergency service visits.
Direct Dial: (301) 837-2705

Bill Voigt – District Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

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Article I. Billable Labor Pricing (Street Rates)

Chesapeake Area- Beltsville, MD & Chantilly, VA Offices

Please note: Rates shown are effective for the period identified. Rates subject to change as needed.

Effective from	January 1, 2015	through	December 31, 2015
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Standard Labor Rates:	Straight Time (M-F 8 AM to 5)	Overtime (M-F 5 PM to 8 AM, & Sat)	Overtime (Sun & Holidays)
Automation Specialist	\$165.00	\$250.00	\$300.00
Fire Specialist	\$160.00	\$250.00	\$300.00
Security Specialist	\$155.00	\$225.00	\$275.00
Security Tech Support	\$180.00	\$260.00	\$320.00
HVAC Mechanic	\$165.00	\$250.00	\$300.00
Design/Project Engineer	\$180.00	\$300.00	\$300.00
Energy Engineer	\$225.00	\$350.00	\$350.00
Electrical Technician	\$165.00	\$250.00	\$300.00

Service Agreement Customer Labor Rates:**	Straight Time (M-F 8 AM to 5)	Overtime (M-F 5 PM to 8 AM, & Sat)	Overtime (Sun & Holidays)
Automation Specialist	\$ 140.00	\$225.00	\$250.00
Fire Specialist	\$ 135.00	\$225.00	\$250.00
Security Specialist	\$130.00	\$200.00	\$225.00
Security Tech Support	\$160.00	\$235.00	\$280.00
HVAC Mechanic	\$ 140.00	\$225.00	\$250.00
Design/Project Engineer	\$160.00	\$270.00	\$270.00
Energy Engineer	\$200.00	\$315.00	\$315.00
Electrical Technician	\$ 140.00	\$225.00	\$250.00

Minimum Charge: Service involving travel to the customer site will incur a **four-hour minimum** labor charge. On-line diagnostic and other remote services, as well as consulting services provided by phone, will be charged with a **two-hour minimum**. Data base downloads are a minimum \$500 charge.

**These rates are superseded by rates specified in contract documents or other correspondence.