

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

**CONTRACT AWARD COVERPAGE**

**TO:** Havtech Service Division, LLC  
9505 *Berger Road*  
Columbia, Maryland 21046

**DATE ISSUED:** June 1, 2021

**CONTRACT NO:** 21-DES-SFA-663

**CONTRACT TITLE:** Specialize HVAC Maintenance and  
Repair Services

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR  
RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

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The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-SFA-663 including any attachments or amendments thereto.

**EFFECTIVE DATE:** June 1, 2021

**EXPIRES:** May 31, 2022

**RENEWALS:** THIS IS THE FIRST (1<sup>ST</sup>) YEAR AWARD NOTICE OF A POSSIBLE FIVE (5) YEAR CONTRACT

**COMMODITY CODE(S):** 03167 91017

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DES-SFA-663

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** Eric Turner

**VENDOR TEL. NO.:** (443) 718-1765

**EMAIL ADDRESS:** [eturner@havtech.com](mailto:eturner@havtech.com)

**COUNTY CONTACT:** Tsehay Lightfoot, DES – FMB

**COUNTY TEL. NO.:** (703) 228-3637

**COUNTY CONTACT EMAIL:** [tlightfoot@arlingtonva.us](mailto:tlightfoot@arlingtonva.us)

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**PURCHASING DIVISION AUTHORIZATION**

**Tomeka Price**      **Title: Procurement Officer**      **Date:** 6/4/2021

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

**AGREEMENT NO. 21-DES-SFA-663**

THIS AGREEMENT is made, on June 1, 2021, between Havtech Service Division, LLC, 9505 Berger Road, Columbia, Maryland ("Contractor") a Maryland limited liability company 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  
Exhibit A – Scope of Work  
Exhibit B – Contract Pricing

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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 party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide specialized HVAC preventative maintenance and on-call repair services from the following manufacturers, AAON, Annexair, Daikin, Data Aire, Eaton, Aldes, Seresco, and Tandem. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on June 1, 2021, and must be completed no later than May 31, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than

four (4) additional 12-month periods, from June 1, 2022, to May 31, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

## **5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

## **6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until May 31, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

## **7. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor must submit itemized invoices, for all repair and on-call services for listed and non-listed equipment performed by the Contractor and accepted by the County with associated Work Ticket attached. The Contractor must submit invoice for payment for each project. All invoices shall contain the following information:

1. Building where work was performed.
2. Date and time the repair work was done.
3. Brief description of the service.
4. Amount of billing showing all materials used and total hours required to complete the work. Contractor's invoices for materials and signed work orders shall be attached; and
5. Purchase order and work order numbers in the right upper corner of the invoice.
6. Associated signed work order ticket.

**8. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

**9. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment 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 to the subcontractor that remain unpaid after seven 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 subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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 this section 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.

**10. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**11. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

**13. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**15. WARRANTY**

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

**16. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

**17. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

**18. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

**19. HAZARDOUS MATERIALS**

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

**20. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

No goods, equipment, or material that the Contractor or its subcontractor provides or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment, and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

**21. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**22. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**24. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**25. SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**26. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**27. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.



Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**28. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors 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 Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

**29. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or

exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

### **30. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

### **31. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

### **32. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**33. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; 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 procurement 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.

**34. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**35. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**36. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**37. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**38. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**39. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

**40. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**41. ASSIGNMENT**

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

**42. AMENDMENTS**

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

**43. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**44. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**45. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**46. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**47. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**48. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**49. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**50. ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**51. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**52. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**53. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**54. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

Eric Tuner, Account Manager  
Havtech Service Division, LLC  
9505 Berger Road  
Columbia, Maryland 21046

Email: [eturner@havtech.com](mailto:eturner@havtech.com)  
Phone: 443-718-1765

**TO THE COUNTY:**

Tsehay Lightfoot, Project Officer  
Arlington County, Virginia  
1400 N Uhle Street, Suite 601  
Email: [tlightfoot@arlingtonva.us](mailto:tlightfoot@arlingtonva.us)

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**55. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**56. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**57. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

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

- b. Commercial General Liability - \$2,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Liability - \$2,000,000 per occurrence.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.
- i. Environmental Impairment Liability, including coverage of insureds’ on-site clean up, with the following minimum limits of liability:
 

Bodily Injury and Property	2,000,000 each occurrence
Damage Liability	2,000,000 annual aggregate

The County Board of Arlington County, Virginia, is to be named in Additional Insured or a Broad Form Contractual Endorsement may be added to the policy as respects any liability that may arise out of or result from the handling of Work on this Project including specifically but without limitation thereto, the indemnity provisions in the Agreement. Such policies will be endorsed to provide that they are primary to an insurance carried by the County Board of Arlington County, Virginia.
- j. Should any of the Work hereunder involve the cleanup, remediation and/or removal of bio-solids, bio-hazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the Contractor shall provide, or shall require its subcontractor performing the work to provide, the following coverage in addition to the above requirements:
  - 1) Environmental Liability and Cleanup Coverage – with limits of not less than \$2,000,000 per occurrence.
  - 2) Business Automobile Liability – for transportation or regulated and/or hazardous waste, products, or materials with limits of not less than \$2,000,000, per occurrence. Said

coverage shall include County as an additional insured and shall include both the MCS-90 and CA 9948 (or equivalent) endorsements, which shall be specifically referenced on the certificate of insurance.

k. Environmental Services Involving County Property Indemnity and Insurance

- 1) Contractor acknowledges that the property which is the subject matter of or related to the performance of this Agreement is being handled on a "as is whereis." basis and Contractor assumes all risks attendant thereto. Contractor further acknowledges that said property has been or will be inspected by Contractor to determine the existence of any substance or a hazardous nature and the Contractor will take all necessary steps to control any such substance, including cleanup, whether or not on property owned or controlled by Contractor or County in accordance with all applicable laws and regulations. Upon acceptance of the Agreement, Contractor agrees to protect, defend, indemnify and hold harmless the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Agreement.
- 2) In the event Contractor is insured for liability with limits in excess of those specified in paragraph above, Contractor's said obligation shall extend up to but not exceed the limits of the insurance. Contractor's costs to undertake the duty or obligation to defend the County in connection with such liabilities shall not be limited by or be subject to the aforesaid limits for damages for injuries, deaths, and property damage. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

l. Environmental Services Involving Discharge or Disposal of County's Hazardous Material and General Environmental Work

- 1) Contractor agrees to defend indemnify and hold harmless the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract including without limitation environmental assessments, evaluations, remediations, fines, penalties, and cleanup costs which may be asserted against or imposed upon, or incurred by County arising from the Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to Contractor's operations herein. Contractor agrees that it will dispose of all Materials in a strict compliance with local, County, state, and federal statutes, laws, ordinances, codes, rules,



regulations, orders, or decrees, and shall provide evidence of such disposal satisfactory to County on a weekly basis to County's designated representative. This duty to save, defend, hold harmless and indemnify will survive the termination of this Agreement.

In the event that Contractor fails to comply with this paragraph, and upon discovery of a failure or violation related to its disposal operations, Contractor shall immediately report such failure or violation to all applicable governmental agencies having jurisdiction, and to the County, and Contractor shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Contractor's failure to comply, and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

m. Environmental Services safety Language:

The Contractor shall take reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this Agreement. The Contractor or thru its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting signs, placarding, labeling or posting other forms of warnings against hazards

n. The Contractor shall carry Professional Liability/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount shown in the checklist

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The

Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED DocuSigned by:  
SIGNATURE: Tomeka D. Price  
5950D4E0ACC0472...

NAME: TOMEKA D PRICE

TITLE: PROCUREMENT OFFICER

DATE: 6/4/2021

HAVTECH SERVICE DIVISION, LLC

AUTHORIZED DocuSigned by:  
SIGNATURE: S. Daniel Davis III  
5B060221D9AB4C4...

NAME: S. Daniel Davis III

TITLE: Service Sales Leader

DATE: 6/4/2021

## EXHIBIT A SCOPE OF WORK

### Preventive Maintenance and Inspection Services

Under this agreement, Havtech will provide preventive maintenance and inspection labor

- Havtech Service guarantees a 4-hour response time for an emergency (After hours) service call, or the diagnostics charge for the service call will be waived.
- Conduct periodic preventive maintenance visits per year in accordance with manufacturer recommendations, application demands, environmental factors, and the experience of Havtech technicians and service managers.
- All work will be performed during normal Havtech working hours; 6:30 A.M. to 3:00 P.M. Monday-Friday
- Preferential fast response, 24-hour emergency service over non-agreement customers
- One (1) Service Technician on twenty-four (24) hour emergency service call
- Service by Journeyman HVAC Technicians equipped with smart devices
- Large in-house inventory and materials at our Columbia and Capitol Heights location
- After Hours Call Center staffed with live operators to facilitate your needs
- Pre-scheduled preventive maintenance inspections
- General maintenance and cleaning materials
- Refrigerant recovery and recycling by CFC certified technicians
- Refrigerant tracking software
- Efficient, experienced office staff
- Continuous technical training of service personnel
- Full library of service reference materials
- State of the art tools & instrumentation to analyze problems
- GPS dispatched and monitored trucks
- Electronic call summary resolutions e-mailed upon completion of work performed
- Industry leading technology XOI applied to all inspections for documentation
- Dedicated ASM, Field Supervisor, assigned lead technician and backup technicians to perform work

### Equipment Covered and Maintenance Schedule

Havtech will provide professional maintenance services on the air conditioning equipment specified on the "List of Equipment" below. **\*Daikin VRV indoor evaporators will be checked, if necessary, at the Preferred Customer Rates.**

1. Service Location: Equipment Bureau located at 2701 S. Taylor Street, Arlington, VA 22206.

Manufacturer	Location	Model
Daikin	Roof	REMQ96PBYD
Daikin	Roof	REMQ72PBYD
*Daikin	VRV Evaporators	Various

2. Service Location: Fire Station #6 located at 6950 Little Falls Road, Arlington, VA 22213.

Manufacturer	Location	Model
1-Daikin CU	Back of Building	RZR18TAVJU
2 CUs-Daikin VRV	2nd Floor CU - Back of Building	REYQ168TAYDU

2 CUs-Daikin VRV	1st Floor CU – _Back of Building	REYQ120XAYDU
1-Daikin ITM	Second Floor	DCM601A71
*Daikin	VRV Evaporators First & Second Floor	Various
WattMaster	Second Floor	System Controller

3. Service Location: Fire Station #10 located at 1559 Wilson Blvd, Arlington, VA 22209.

Manufacturer	Quantity	Model	Equipment Type
DAIKIN	1	REYQ264TATJU	VRV condensing unit
*DAIKIN	18	FXMQ-PB	VRV indoor units
DAIKIN	1	DCM014A51	Daikin ITM
DAIKIN	2	RK24NMVJU	Ductless Split Condensing Units

Service Location: Homeless Shelter located 2020A 14<sup>th</sup> Street, Arlington, VA 22201.

Manufacturer	Location	Model
Daikin	Lower Roof	RMXS48LVJU
Daikin	Upper Roof	REMQ120PBTJ
Daikin	Upper Roof	REMQ96PBTJ
Daikin	Upper Roof	REMQ120PBTJ
Daikin	Upper Roof	REMQ120PBTJ
Daikin	Upper Roof	REMQ120PBTJ
Daikin	Upper Roof	REMQ96PBTJ
Daikin	Lower Roof	REYQ144TATJU
*Daikin	VRV Evaporators	FXLQ, FXHQ, FXAQ, FXZQ
Daikin	3rd Fl Mechanical Room	CAH010GVGC
Daikin ITM	Telephone Room	DCM601A71
Daikin ITM	Lower-Level Shop	DCM601A71
Daikin Chiller	Penthouse Mechanical Room	WMC150DCNEROB
Daikin Chiller Refrigerant Monitor	Penthouse Mechanical Room	1D21ALS

#### Maintenance Schedule

For all equipment, including spit system, VRV/VRF, and Ductless split systems located at the Equipment Bureau, Fire Station #6 and Fire Station #10, Havtech shall provide maintenance services on the air conditioning equipment listed above on a semi-annual basis in May and November.

For the Homeless Shelter, the maintenance services shall be as follows:

- VRV/ITM – on a quarterly basis in February, May, August and November.
- Chillers – Start up on April 15<sup>th</sup> or the following Monday, mid-season running in June, July and August, Shut down on October 15<sup>th</sup> or the following Monday, and a comprehensive maintenance in November.
- Chiller Refrigerant Monitor – on a semi-annual basis in May and November.

#### **ON-CALL REPAIRS**

In the event of a failure of any equipment included under this Contract, the Contractor shall arrive on site with all tools and parts and equipment necessary to perform repairs within four (4) hours of receiving a telephone call or email notification from the County. If the faulty system provides critical HVAC service

(such as in an automated data processing area, a laboratory where ventilation and temperature control is critical, or as clearly identified by the County Project Officer and/or designee), the Contractor shall respond by telephone within two (2) hours of receiving a call from the County, identifying such an emergency. Note, all emergency requests will be specifically identified by the County on work orders, purchase orders, emails or phone calls. If the Contractor is unable or fails to arrive onsite or communicate within the required time frame, following on-call requests on two (2) or more occasions during any one-month period, the County may terminate the contract for convenience.

### Daikin VRV Heat Pump Units Semi-Annual Inspections

#### General

- Customer is responsible to clean or replace all air filters one month prior to the scheduled maintenance inspections (PM's)
- Check in with customer and review any operating issues
- Check the general operation of units
- Check the inverter boards and clean if necessary
- EEV remove motor head, check condition and clean
- Check that all connectors are securely connected to the outdoor unit Printed Circuit Board (PCB)
- Inspect outdoor fans for cracks and chips
- Check unit cabinet for signs of physical damage
- Ensure the outdoor cabinet drains are clear
- Check the condition of the heat exchanger (outdoor coil)
- Clean condenser coils 1 time per contract year
- Check the refrigeration piping insulation is not damaged around the CU's
- Check for signs of refrigerant leakage, i.e. oil in base of unit and around brazed joints
- Tighten all electrical connections annually
- Ensure all cabinet screws are secure
- While operating, check the system for any abnormal noise or vibration from the condensing unit
- Connect Service Checker (where applicable) to each VRV Heat Pump system
- Check pressures, temperatures and compare to target pressures and temperatures
- Record and log up to one (1/2) hour of operational data per system
- Diagnose data to determine if any corrective action(s) need to be addressed
- Submit a written inspection report to the customer which includes the operating parameters, deficiencies, repairs, or corrective action required
- Document operation in XOI
- Customer required to sign off on service ticket
- Clean areas of any debris
- Indoor VRV evaporators will be checked if necessary, at the Preferred Customer Rates

## Daikin VRV's/Split System/ITM Semi-annual Inspection

<b>General</b>	<ul style="list-style-type: none"> <li>• Check in with customer, review any operating issues</li> <li>• Review the ITM for any alarms/notifications, check system settings</li> <li>• Visually inspect the condensing units</li> <li>• Customer is responsible to clean or replace all evaporator air filters one month prior to the scheduled quarterly inspections (PM's)</li> <li>• Check general operation of condensing units</li> <li>• Check inverter boards and clean if necessary</li> <li>• EEV remove motor head, check condition, clean as needed</li> <li>• Inspect outdoor fans and look for cracks or chips</li> <li>• Check CU unit's cabinet for signs of physical damage</li> <li>• Ensure the outdoor cabinet drains are clear</li> <li>• Check the condition of the heat exchanger (outdoor coils)</li> <li>• Clean condenser coils 1 time per contract year</li> <li>• Ensure the refrigeration piping insulation around the condensing units is not damaged</li> <li>• Check for visible signs of refrigerant leakage in/around the condensing units and piping connections of the CU's</li> <li>• Tighten all electrical connections on the line voltage side in the condensing units annually</li> <li>• Tighten electrical connections in the controls compartment of the CU's annually Check that all connectors are securely connected to the outdoor unit Printed Circuit Board (PCB) in the condensing units annually</li> <li>• Tighten and ensure all the cabinet screws of the condensing units are secure While operating, check the system for any abnormal noise or vibration from the condensing units</li> <li>• Connect the Daikin Service Checker to the VRV condensing unit</li> <li>• Check pressures, temperatures and compare to target pressures and temperatures Check and tighten the ITM electrical connections annually</li> <li>• Review the outstanding issues with the resident maintenance or engineering staff prior to leaving the site; recommend additional PM tasks and frequencies which the staff could be performing between the maintenance inspections</li> <li>• Submit a written inspection report to the customer which includes the operating parameters, deficiencies, repairs or corrective action required</li> <li>• Document operation in XOI</li> <li>• Clean areas of any debris</li> <li>• Customer required to sign off on service ticket</li> <li>• Indoor VRV evaporators will be checked if necessary, at the Preferred Customer Rates</li> </ul>
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## Comprehensive Inspection (May)

### Daikin Split Systems Inspection

<b>General</b>	<ul style="list-style-type: none"> <li>• Review general condition of equipment</li> <li>• Inspect all exterior doors and panels</li> </ul>	<ul style="list-style-type: none"> <li>• Check door gaskets and seals</li> <li>• Provide documentation at inspection completion</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Visually inspect electrical cabinet</li> <li>• Tighten all connections</li> <li>• Check fuses for continuity</li> <li>• Check operation of contactors and auxiliaries</li> </ul>	<ul style="list-style-type: none"> <li>• Megger test compressors and motors</li> <li>• Record amperage of electrical loads</li> <li>• Ensure unit controls are functioning properly</li> </ul>
<b>Mechanical</b>	<ul style="list-style-type: none"> <li>• Check supply fan operation</li> <li>• Grease bearings</li> <li>• Check drive belt condition</li> <li>• Adjust tension</li> <li>• Customer responsible to replace all air filters</li> <li>• Check return/exhaust fan operation</li> <li>• Grease bearings</li> <li>• Check drive belt condition</li> <li>• Adjust tension</li> </ul>	<ul style="list-style-type: none"> <li>• Exercise dampers open/closed</li> <li>• Lubricate gears/actuators</li> <li>• Verify calibration</li> <li>• Check condenser fan operation</li> <li>• Ensure blade placement in shroud</li> <li>• Inspect blades for stress cracks/conditions</li> <li>• Check fan guards are secure</li> </ul>
<b>Refrigeration</b>	<ul style="list-style-type: none"> <li>• Visually check for leaks</li> <li>• Check oil level in crankcase</li> <li>• Ensure crankcase heaters are operational</li> <li>• Check condition of condenser coils</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Clean the condenser coils one time per contract year</b></li> <li>• Startup all compressors</li> <li>• Check operation by superheat and subcooling</li> <li>• Record operating data</li> <li>• Customer required to sign off on service ticket</li> </ul>



**Daikin VRV Systems**

<b>General</b>	<ul style="list-style-type: none"> <li>• Review general condition of equipment</li> <li>• Inspect all exterior doors and panels</li> </ul>	<ul style="list-style-type: none"> <li>• Provide documentation at inspection completion</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Visually inspect electrical cabinet</li> <li>• Tighten all connections</li> <li>• Check fuses for continuity</li> <li>• Check operation of contactors and auxiliaries</li> </ul>	<ul style="list-style-type: none"> <li>• Megger test compressors and motors</li> <li>• Record amperage of electrical loads</li> <li>• Ensure unit controls are functioning properly</li> </ul>
<b>Mechanical</b>	<ul style="list-style-type: none"> <li>• Electronically check supply fan operation</li> <li>• Check condenser fan operation</li> <li>• Customer responsible to replace all air filters</li> <li>• Check inverter boards and clean if necessary, annually</li> <li>• EEV remove motor head, check condition, clean as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure blade placement in shroud</li> <li>• Inspect blades for stress cracks/condition</li> <li>• Check fan guards are secure</li> </ul>
<b>Refrigeration</b>	<ul style="list-style-type: none"> <li>• Visually check for leaks</li> <li>• Ensure crankcase heaters are operational</li> <li>• Check condition of condenser coils</li> <li>• Clean the condenser coils one time per contract year</li> <li>• Startup all compressors</li> </ul>	<ul style="list-style-type: none"> <li>• Connect Daikin service checker to condensing units</li> <li>• Check and verify target temperatures and pressures are adequate</li> <li>• Document operating data on XO1</li> <li>• Customer required to sign off on service ticket</li> <li>• Indoor VRV evaporators will be checked if necessary, at the Preferred Customer Rates</li> </ul>
<b>I touch Manager</b>	<ul style="list-style-type: none"> <li>• Review general condition</li> <li>• Check controllers for alarms</li> <li>• Tighten all connections</li> </ul>	<ul style="list-style-type: none"> <li>• Check addressing and communication</li> <li>• Check software version and update as required</li> </ul>



## Operational Inspections (November)

### Daikin Split Systems

<b>General</b>	<ul style="list-style-type: none"> <li>• Review general condition of equipment</li> <li>• Inspect all exterior doors and panels</li> </ul>	<ul style="list-style-type: none"> <li>• Check door gaskets and seals</li> <li>• Provide documentation at inspection completion</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Visually inspect electrical cabinet</li> <li>• Check operation of contactors and auxiliaries</li> </ul>	<ul style="list-style-type: none"> <li>• Record amperage of electrical loads</li> <li>• Ensure unit controls are functioning properly</li> </ul>
<b>Mechanical</b>	<ul style="list-style-type: none"> <li>• Check supply fan operation</li> <li>• Grease bearings</li> <li>• Customer responsible to replace all air filters</li> <li>• Check return/exhaust fan operation</li> <li>• Grease bearings</li> </ul>	<ul style="list-style-type: none"> <li>• Exercise dampers open/closed</li> <li>• Verify calibration</li> <li>• Check condenser fan operation</li> <li>• Check fan guards are secure</li> </ul>
<b>Refrigeration</b>	<ul style="list-style-type: none"> <li>• Visually check for leaks</li> <li>• Check oil level in crankcase</li> <li>• Ensure crankcase heaters are operational</li> <li>• Check condition of condenser coils</li> </ul>	<ul style="list-style-type: none"> <li>• Startup all compressors</li> <li>• Check operation by superheat and subcooling</li> </ul>
<b>Natural Gas / LP heat</b>	<ul style="list-style-type: none"> <li>• Inspect flue tubes and combustion chamber</li> <li>• Check all valves, piping, and connection for leakage</li> <li>• Clean flame rod</li> <li>• Check burner manifold and ignitor</li> </ul>	<ul style="list-style-type: none"> <li>• Check temp rise at high fire</li> <li>• Ensure gas pressure is with specification</li> <li>• Check burner fan wheel operation</li> <li>• Customer required to sign off on service ticket</li> </ul>

**Daikin VRV Systems Inspections**

<b>General</b>	<ul style="list-style-type: none"> <li>• Review general condition of equipment</li> <li>• Inspect all exterior doors and panels</li> </ul>	<ul style="list-style-type: none"> <li>• Provide documentation at inspection completion</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Visually inspect electrical cabinet</li> <li>• Check operation of contactors and auxiliaries</li> </ul>	<ul style="list-style-type: none"> <li>• Record amperage of electrical loads</li> <li>• Ensure unit controls are functioning properly</li> </ul>
<b>Mechanical</b>	<ul style="list-style-type: none"> <li>• Electronically check supply fan operation</li> <li>• Check condenser fan operation</li> <li>• EEV remove motor head, check condition, clean as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure blade placement in shroud</li> <li>• Inspect blades for stress cracks/condition</li> <li>• Check fan guards are secure</li> </ul>
<b>Refrigeration</b>	<ul style="list-style-type: none"> <li>• Visually check for leaks</li> <li>• Ensure crankcase heaters are operational</li> <li>• Check condition of condenser coils</li> </ul>	<ul style="list-style-type: none"> <li>• Startup all compressors</li> <li>• Connect Daikin service checker to condensing units</li> <li>• Check and verify target temperatures and pressures are adequate</li> <li>• Document operating data on XO1</li> </ul>
<b>I touch Manager</b>	<ul style="list-style-type: none"> <li>• Review general condition</li> <li>• Check controllers for alarms</li> <li>• Tighten all connections</li> </ul>	<ul style="list-style-type: none"> <li>• Check addressing and communication</li> <li>• Check software version and update as required</li> <li>• Customer required to sign off on service ticket</li> </ul>

## Daikin VRV's/iTouch Manager Quarterly Inspection

### General

- Customer is responsible to clean or replace all evaporator air filters one month prior to the scheduled quarterly inspections (PM's)
- Check in with customer and review any operating issues
- Check the Daikin iTouch Manager for alarms or errors
- Check the general operation of units
- Check the inverter boards and clean if necessary
- EEV remove motor head, check condition and clean semi-annually
- Check that all connectors are securely connected to the outdoor unit Printed Circuit Board (PCB) annually
- Inspect outdoor fans for cracks and chips
- Check unit cabinet for signs of physical damage
- Ensure the outdoor cabinet drains are clear
- Check the condition of the heat exchanger (outdoor coil)
- Clean condenser coils 1 time per contract year
- Check the refrigeration piping insulation is not damaged around CUs
- Check for signs of refrigerant leakage, i.e. oil in base of unit and around brazed joints
- Tighten all electrical connections within the outdoor VRV'S annually
- Ensure all cabinet screws are secure
- While operating, check the system for any abnormal noise or vibration from the condensing unit
- Connect Service Checker (where applicable) to each VRV Heat Pump system Check pressures, temperatures and compare to target pressures and temperatures Record and log up to one (1/2) hour of operational data per system
- Diagnose data to determine if any corrective action(s) need to be addressed Check the Daikin ITM for any loose electrical connections annually
- Provide "Service pack" or routine upgrades to Daikin the ITM (Entire revision upgrades will be provided on a charge basis)
- Submit a written inspection report to the customer which includes the operating parameters, deficiencies, repairs, or corrective action required.
- Document operation in XO1
- Customer required to sign off on service ticket
- Clean areas of any debris
- Indoor VRV evaporators will be checked if necessary, at the Preferred Customer Rates

**Daikin Chiller Comprehensive Annual Service Daikin WMC (1) Inspection****General**

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review alarm history with the customer for operational problems and trends
- Analyze compressor fault log.
- Review general alarm history
- Check IGV operation and calibration
- Check and tight compressor electrical connections
- Perform moisture-prevention measures per compressor service manual
- Check settings in Microtech Controller
- Clean and tighten control cabinet
- Inspect heat sinks
- Check all electrical devices for signs of overheating or wear
- Inspect capacitor bank on both compressors
- Inspect motor terminals
- Inspect display screen
- Inspect general appearance of chiller, paint, insulation
- Perform refrigerant leak test with electronic leak detector
- Test and torque compressor mounting bolts
- Clean flow sensors
- Isolate and drain condenser
- Remove blank end condenser head
- Brush condenser tubes with nylon brushes
- Reinstall head, check for water leaks
- Customer required to sign off on service ticket

**Start-up/Checkout Procedure Daikin WMC (1) Inspection****General**

- Verify full water systems, including the cooling tower, the condenser, and the evaporator.
- Verify clean cooling tower, make recommendations as needed.
- Start the condenser water pump, chilled water pump, and cooling tower fan(s). Verify flow rates through the condenser and the evaporator.
- Test all flow-proving devices on the chilled water and condenser water circuits. Start the chiller.
- Verify the starter operation.
- Verify the operation of all timing devices.
- Check the loading and unloading capability.
- Check the setpoint and sensitivity of the chilled water temperature control device. Verify the operation of the condenser water temperature control device.
- Log the operating conditions after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
- Customer required to sign off on service ticket

**Mid-Season Running Inspection Daikin WMC (3)****General**

- Check the general operation of the unit.
- Analyze compressor fault log
- Check IGV operation
- Log the operating temperatures, pressures, voltages, and amperages
- Check the operation of the control circuit
- Check the operation of the motor and controller
- Analyze the recorded data.
- Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
- Customer required to sign off on service ticket

**Seasonal Shut-Down Procedure Daikin WMC (1)****General**

- Check the general operation of the unit.
- Shut down the chiller, pumps and auxiliary equipment.
- Drain the condenser water piping as required.
- Turn off equipment power as necessary.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
- Customer required to sign off on service ticket

**Daikin Chiller Refrigerant Monitor Semi-Annual Inspection****General**

- Check the general operation of the unit.
- Check and tighten all electrical connections
- Visually inspect remote sample tubing
- Check condition of sample filters
- Replace sample filters 1 time per year
- Check calibration of refrigerant monitors
- Verify operation of safety siren and warning beacon
- Provide written report at inspection completion
- Customer required to sign off on service ticket

**WattMaster System Controller Semi-Annual Inspection****General**

- Check the WattMaster system manager history, scheduling information and settings
- Check and review and abnormal notifications
- Tighten electrical connections one time per year
- Review the schedule and adjust to the customers' requirements
- Review the outstanding issues with the resident maintenance or engineering staff prior to leaving the site; recommend additional PM tasks and frequencies which the staff could be performing between the maintenance inspections
- Submit a written inspection report to the customer which includes the operating parameters, deficiencies, repairs, or corrective action required
- Customer required to sign off on service ticket

**EXHIBIT B  
CONTRACT PRICING**

**Preventative Maintenance Pricing:**

<b>Service Location</b>	<b>Semi-Annual Rate</b>	<b>Annual Rate 6/1/2021 – 5/31/2022</b>
Equipment Bureau	\$1,889.00	\$3,778.00
Fire Station #6	\$2,494.00	\$4,988.00
Fire Station #10	\$2,044.00	\$4,088.00
Homeless Shelter	\$10,234.00	\$20,468.00

**On-Call HVAC System Repair and Maintenance Services at all County locations, the Contractor will furnish labor, overtime or emergency labor, repair parts and components, regulated material recovery and disposal services at the following rates:**

Straight Time	\$165.00
Overtime	\$225.00
Sunday's	\$280.00
Holiday	\$330.00
Truck Charges	\$35.00 per Service Call
Environmental Impact fee	\$15.00