

CONSULTANT: Zavtek, Inc.
CONTACT PERSON: Jacob Pilling
ADDRESS: 11620 Airport Rd Bldg C
Everett, WA 98204
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1551857/601 371 288
TELEPHONE/FAX NUMBER: 513-942-9550
COUNTY DEPT: Facilities & Fleet
DEPT. CONTACT PERSON: Anna Morton
TELEPHONE/FAX NUMBER: 425-388-3896/425-388-7008
PROJECT: UPS Maintenance and Repair Services
AMOUNT: \$750,000 over three-year term
FUND SOURCE: 511 518 021 4833 Jail Maintenance
511 518 031 4833 Fac Maintenance
CONTRACT DURATION: 3 years from Contract Execution
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR UPS MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Zavtek, Inc, a Corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is UPS Maintenance and Repair Services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 23-005TB UPS Maintenance and Repair Services.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified

to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall continue for three (3) years after the Effective Date. The term of this Agreement may be extended or renewed for up to three (3) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the

issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$750,000.00 for the initial term of this Agreement. \$426,222.00 will be for the Preventative Maintenance which includes Battery Replacement with \$323,778.00 to be used as needed for additional work over and above Preventative Maintenance as described in Schedule A. (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Ian Andrews
Title: Facilities Maintenance Supervisor I
Department: Snohomish County Facilities
Telephone: (425) 388-3205
Email: Ian.Andrews@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or

problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under

any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

[The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.]

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Prevailing Wages. Contractor shall comply with Washington State Prevailing Wage laws. For work financed under this Agreement, Contractor shall pay their laborers and mechanics at wage rates not less than those prevailing on similar construction in the locality in accordance

with chapter 39.12 RCW pertaining to payment of state prevailing wages on public works projects. For work financed under this Agreement, Contractor shall require all subcontractors to comply with RCW 49.28.060 and 49.28.065. Contractor shall file and ensure that any subcontractor file with Department of Labor and Industries a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid. Compliance with this section is material to this Agreement, any breach of this Section is cause for termination.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

22. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 22, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Facilities 3000 Rockefeller Ave M/S 404 Everett, Washington 98201 Attention: Debbie Porter Facilities Manager
and to:	Snohomish County Purchasing Division 3000 Rockefeller Avenue, M/S 507 Everett, Washington 98201 Attention: Bill Thornton Purchasing Manager
If to the Contractor:	Zavtek, Inc. 11620 Airport Rd Bldg C Everett, WA 98204 Attention: Jacob Pilling, CFO

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

27. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

28. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

29. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

30. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

31. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

32. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

33. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

34. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

ZAVTEK, INC:

County Executive Ken Klein Date
Executive Director

Chief Financial Officer 2/12/24 Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Barker, Sheila
Digitally signed by Barker,
Sheila
Date: 2024.02.08 08:06:24
-08'00'

Risk Management Date

Legal Counsel to the Contractor Date

Approved as to form only:

Deputy Prosecuting Attorney 1/29/24 Date

COUNCIL USE ONLY
Approved 3/27/2024
ECAF # 2024-0007
MOT/ORD Mot 24-107

Schedule A – Scope of Services

The Contractor will provide the County with services and work on the County's UPS Systems and Equipment under the terms and conditions described in the agreement. All work shall be performed in a professional manner, and in accordance with all Snohomish County, EPA and/or WSHA approved standards and requirements, including required reporting.

A. On-Site Personnel

1. The Contractor will provide licensed, certified and qualified service technicians to perform the services and work required by this agreement. Each service technician is licensed with the State of Washington to perform work on the UPS batteries and equipment, UPS qualified, NFA70E Safety compliant-certified, hold OSHA certifications, and have completed Zavtek Safety Training and University. Service technicians shall be familiar with federal, state, and local requirements related to work on UPS batteries and equipment.
2. The Contractor represents that it has an adequate number of service technicians to perform the services and work in a timely manner and within the timeframe described herein.
3. Within 14 days of the Effective Date of this agreement, the Contractor will provide the County with names and cell phone numbers of all key and on-site personnel for review and approval. The Contractor may not substitute, reassign, or replace any assigned personnel without prior approval of the County.
4. It is suggested that all technicians pass Snohomish County Sheriff's background checks. Prior to a new technician being assigned to perform work for Snohomish County, the Contractor is requested to schedule through Facilities Management background checks for new technicians.
5. The Contractor will provide knowledgeable and skilled technicians in matters relating to the specific job tasks for this contract, be competent to work with minimum supervision and possess a working knowledge of principles, methods and techniques used in mechanical equipment maintenance.
6. While providing services and work at County facilities, Contractor employees will wear uniforms that identify the company and each technician (i.e. hats or shirts etc.). Each Contractor employee shall carry identification while performing work on County facilities. The identification must include the employee's full name, photograph, company name, company address, and company phone number. Contractor's employees shall provide identification to County personnel upon request.
7. Will leave the work area clean and properly dispose of any waste, including oil and filters and dispose of used oil in accordance with all environmental regulations.
8. Every Contractor employee must check in with Facilities Management upon arriving at a County Facility. The Contractor employee must sign in to a sign-in log and sign out by using a sign-out log.

B. Service Work Schedules and Times

1. Contractor must notify Facilities Management of any need to perform shut-down maintenance during business hours at least 5 days before the scheduled maintenance. Facilities Management will coordinate with the end users when shut down maintenance may interfere with building operations.
2. Unless otherwise specified in this agreement, all work shall be performed during normal working hours (between the hours of 6:00 AM and 5:00 PM, Monday through Friday). Actual work schedules of the Contractor's Technicians shall be pre-determined and approved by the County.
3. For a full list of the County's observed Holidays, please refer to Schedule B.
4. Contractor will respond to all calls for service within 2 hours.

C. Job Site Safety

1. The Contractor shall take all necessary precautions for the prevention of accidents during the progress of work.
2. The Contractor shall erect and maintain all barricades, cones and electric warning lights, approved by the County in order to guard against any impending danger.
3. The Contractor shall comply with the Lock-out, Tag-out procedure according to OSHA/WSHA regulations.

D. Contractor Damage to County Facilities

The Contractor shall be responsible and liable for any damage to County facilities caused by its employees or any subcontractor. The Contractor shall promptly repair and restore the facility to its existing condition or better, at no cost to the County. This includes, but is not limited to, replacement of any insulation damaged during scheduled maintenance.

E. On-site Work

a. Preventative Maintenance:

1. The Contractor will provide Preventive Maintenance ("PM") through service technicians at the locations of the County's UPS Systems and Equipment ("Equipment") described in Schedule B.
2. The Contractor shall perform PM on all Equipment two (2) times per year, not less than five months apart. PM Services are more fully described in Schedule A.1, attached hereto.
3. The Contractor shall annually replace Equipment batteries.
4. The Contractor must notify Facilities Management at least 5 business days before performing shut-down maintenance. Shut-down maintenance must be performed after business hours as there are no redundant systems. Facilities Management will coordinate with the end users when shut down maintenance may interfere with

- building operations. All other services and work performed under this agreement, except on-call emergency maintenance, shall be performed during working hours (between the hours of 6:00 AM and 5:00 PM, Monday through Friday).
5. The Contractor warrants its PM work and materials for no less than one (1) year from the date of completion of the service and work. Materials and parts furnished under this contract shall be of quality material.
 6. Written Condition Reports: The Contractor shall prepare and email to Facilities Management, SFM-ContractorSupport@snoco.org a written condition report on all equipment after each Preventative Maintenance service. The report shall include:
 - Date of Scheduled Maintenance
 - Building Name and Location
 - Name of UPS Unit
 - Date and time of arrival
 - Hours Performing Maintenance
 - Listing of Parts Preplaced or Repaired
 7. Written Report for Optional Repair or Maintenance: Following each PM service, the Contractor shall prepare and email to Facilities Management, SFM-ContractorSupport@snoco.org, a written repair or maintenance report. The report shall identify:
 - Optional maintenance or repair work by item/project.
 - For each optional maintenance or repair item/project identified the report shall include:
 - A not-to-exceed estimate organized by line item or firm fixed price for the additional maintenance or repair work. Hourly rates shall be as provided in Schedule B
 - The number of hours necessary to complete the work
 - A proposed timeline for performing the work
 - A guarantee that any equipment/technical disputes between the County and the Contractor will be resolved using UBC, NEC, Owners Operation and Maintenance Manual. When discrepancies occur between standards, the more stringent shall be adhered to.

Contractor is not guaranteed any optional work described in repair or maintenance report. At the sole option of the County however, the Facilities Management Director or his/her designee may authorize the Contractor to perform any optional maintenance or repair work identified on the Report for Optional Repair or Maintenance using the Facilities Managements' work order management system. The cost for any work performed may not exceed the price contained in the Additional Repair or Maintenance Report without express permission of the Facilities Management Director or his/her designee.

b. On-Call Emergency Service/Repair Work

1. The Contractor shall provide 24 hour/7 day a week emergency service repair with a guaranteed service response of two (2) hours or less. The service response means the Contractor must be on site and ready and able to diagnose and fix the deficiency within four (4) hours or less after the Contractor receives notice of the County's need for emergency service.
2. In the event of an emergency repair, the Contractor may take immediate action with verbal approval from Deputy Director of Facilities Management or designee. Contractor shall obtain pre-approval for use of overtime or holiday rates by Facilities Management Deputy Director. Within 24 hours of commencing the emergency service or repair work, the Contractor must generate a written and/or electronic Work Order and submit it to the County.
3. The Contractor shall maintain adequate local or immediately available stock to quickly replace parts that commonly fail.

F. Billable/Reimbursable Charges.

1. The Contractor shall bill the hourly rates for actual time worked on additional repair and maintenance work, including emergency repair and maintenance, as provided in Schedule B. Time for visiting the site and preparing a Work Order is not billable.
2. The Contractor shall bill for time beginning upon arrival at the project location and ending upon departure from the project location Travel time to and from the Contractor's work location is not reimbursable. Travel between County sites/projects, when there is no interruption in time, may be billed at the applicable hourly rate.

G. Scheduling.

If the Contractor's time for performance of work deviates from the timeline identified in this contract or a Work Order schedule, the Contractor shall notify the Deputy Director or designee of the modified schedule and work with the Deputy Director if there are any scheduling difficulties. Upon completion of the project, the Contractor shall notify the designated Project Manager.

SCOPE OF WORK – UPS Preventative Maintenance

This Scope of Work details the steps taken to perform preventative maintenance on a Mitsubishi UPS.

Service Summary

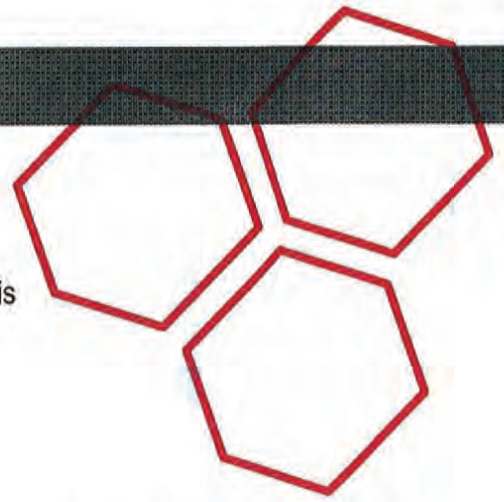
Service Professional	Work performed by ZAVTEK technician suited with proper personal protection equipment.
Visual Inspection	ZAVTEK technician will inspect UPS connections and verify UPS components are working properly.
Measurements	ZAVTEK technician will verify load voltages are within acceptable range.
Reports	ZAVTEK will provide customer with a detailed report showing results of the service.

Service Performed - Annually

1. Review alarm history log, noting any unusual activity that could indicate potential issues.
2. If site has generator backing up UPS system, verify with customer if they would like to have generator running and connected while UPS in bypass.
3. If so, have customer start and transfer generator so it is connected to UPS input.
4. During generator ATS transfer UPS will likely transfer to battery momentarily. Verify UPS transfers off battery and back to normal while connected to the generator.
5. Put system in bypass by verifying bypass voltage is acceptable via the LCD screen.
6. Press the start/stop button on LCD screen; this brings up another screen with 2 buttons labeled start and stop.
7. Press and hold the stop button for 5 seconds. This will stop the inverter and place the load on internal bypass.
8. 100% of the load is now supported via bypass internal to the UPS, voltage and load are still internal to the UPS.
9. Verify the UPS is in internal bypass.
10. Remove Kirk Key if applicable, Close SMB (system maintenance bypass) breaker.
11. Take note of most of the current (load) in through the SMB breaker, the UPS measured load should be about 75% of normal.
12. Open 52L (UPS output) breaker, the load is 100% supported by the SMB/wrap around breaker; UPS is not contributing to supporting load.

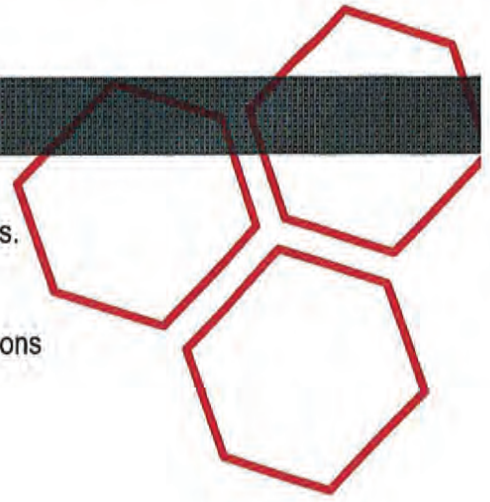
Service Performed – Annually Cont'

13. Open battery breakers.
14. Open BIN (bypass input) breaker, this will generate loss of bypass voltage alarm.
15. Open AC input breaker in customer switch gear. (Not bypass feed breaker as load is supported via bypass breaker)
16. UPS is de-energized and isolated. Verify with DMM.
17. Remove all system cover panels.
18. Perform infrared scan checking for hot spots and/or loose connections.
19. Perform visual inspection looking for darkened or discolored areas around all connections (control and power). Note all locations and temperatures.
20. Perform visual inspection looking for darkened or discolored areas around all connections (control and power).
21. Perform visual inspection of DC capacitors checking for leakage, swelling or cracks in casing.
22. Perform visual inspection of AC filter capacitors checking for leakage and swelling.
23. With the UPS online measure the following. Verify metering values match measured values within 3%.
 - Rectifier input (voltage, current frequency)
 - Bypass input (voltage, current, frequency)
 - Critical output (voltage, current, frequency)
 - Battery (DC voltage, AC ripple voltage)
24. If rectifier input current is unbalanced greater than 10% between phases, inspect rectifier components and DC capacitors.
25. Verify load voltage and current readouts match measured values within 2%.
26. Verify mimic screen reflects proper system operation.
27. Verify time and date is set correctly.
28. Verify that all remote communications function properly.
29. Place load from maintenance bypass to internal bypass following steps on maintenance bypass cabinet.
30. Place load on inverter via LCD screen on UPS.
31. Verify current on each phase is same as recorded at the beginning of PM.



Service Performed – Semi-Annually

1. Review alarm history log, noting any unusual activity that could indicate potential issues.
2. Perform infrared scan checking for hot spots and/or loose connections.
3. Perform visual inspection looking for darkened or discolored areas around all connections (control and power).
4. Verify all cooling fans are operating and are balanced appropriately.
5. Verify load voltage and current readouts match measured values within 2%.
6. Verify mimic screen reflects proper system operation.
7. Verify time and date is set correctly.
8. Verify that all remote communications function properly.




Customer Responsibilities

Point of Contact: Provide an authorized point of contact(s) for scheduling and coordination purposes.

Scheduling: Provide dates available for scheduling service. All visits must be coordinated in advance of need by contacting the ZAVTEK team at 1-513-942-9550.

Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for ZAVTEK technicians.

Notification: If for any reason the work cannot be performed during scheduled time, notify ZAVTEK 24-hours prior to scheduled event.



SCOPE OF WORK – Battery Preventative Maintenance

This Scope of Work details the steps taken to perform preventative maintenance on a string of batteries.

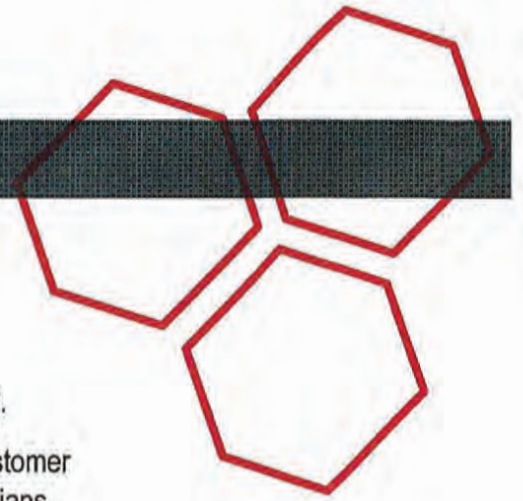
Service Summary

Service Professional	Work performed by ZAVTEK technician suited with proper personal protection equipment.
Visual Inspection	ZAVTEK technician will visually inspect batteries, battery terminals as well as battery cabinet integrity.
Measurements	ZAVTEK technician will measure battery voltage and conductance values using a calibrated tester.
Environmental	ZAVTEK technician will verify the room temperature is within acceptable range.
Reports	ZAVTEK will provide customer with detailed reports comparing results to previous reports as well as specifying any new deficiencies found during testing.

Service Performed

1. Record battery string make, model and date code.
2. Inspect batteries for swelling or cracked cases and battery terminals for corrosion or excess oxidation.
3. If corrosion is found, verify with site contact battery terminal can be disassembled. Remove the terminal, clean with wire brush and baking soda solution. Apply thin layer of terminal grease and re-torque connection.
4. Measure individual battery voltage and conductance values using a calibrated conductance tester.
5. If any batteries are reading below limits or significantly below average, retest the battery to verify.
6. Verify proper float voltage settings.
7. Torque all connections to the specified by the manufacturer of the battery.
8. Verify ambient room temperature is within acceptable limits as stated by manufacturer.
9. Verify cleanliness of battery rack/cabinet and the surrounding area.
10. Verify proper cooling and ventilation in room.
11. Run report and provide customer with detailed report listing voltages and conductance.
12. Compare readings with past reports and note any significant deviation.

Customer Responsibilities



Point of Contact: Provide an authorized point of contact(s) for scheduling and coordination purposes.

Scheduling: Provide dates available for scheduling service. All visits must be coordinated in advance of need by contacting the ZAVTEK team at 1-513-942-9550.

Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for ZAVTEK technicians.

Notification: If for any reason the work cannot be performed during scheduled time, notify ZAVTEK 24-hours prior to scheduled event.

Schedule B - Pricing

Preventative Maintenance for Non-Liebert Units

Oakes Jail 3025 Oakes Ave- B Level	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	McPhilbel PEPEM20V4X4	B241242	\$1850.00 per year.
Cost for New Battery Set – Qty 48 *Includes Batteries, Labor, & Freight.	C&DTech UPS12-350MR	1/2018	\$13,992.00 per year

Oakes Jail 3025 Oakes Ave- E Level	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	McPhilbel PEPEM20V4X4	B232788	\$1850 per year.
Cost for New Battery Set – Qty 48 *Includes Batteries, Labor, & Freight.	C&DTech UPS12-350MR	1/2018	\$13,992.00 per year

Wall St Jail 1918 Wall St S2 Electrical Room	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	Ferrups FE10KVA	BF515FL009	\$1850 per year.
Cost for New Battery Set – Qty 20 *Includes Batteries, Labor, & Freight.	C&DTech UPS12-300MR	6/2018	\$11,520.00 per year

Preventative Maintenance for Liebert Units

Oakes Jail 3025 Oakes Ave- F Level	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	NXb, 38SB020C0CHX	M13H7H0023	\$2650 per year.
Cost for New Battery Set – Qty 24 *Includes Batteries, Labor, & Freight.	Energys HX150E	unknown	\$7,440.00 per year

Oakes Jail 3025 Oakes Ave- A Level	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	NXb, 38SB020C0CHX	M13H7H0022	\$2650 per year.
Cost for New Battery Set – Qty 24 *Includes Batteries, Labor, & Freight.	Energys HX150E	unknown	\$7,440.00 per year

Oakes Jail 3025 Oakes Ave- A Level	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	NPower, 37SA065AAA6B265	37-3929	\$2650 per year.
Cost for New Battery Set – Qty 40 *Includes Batteries, Labor, & Freight.	Energys HX300	5/2020	\$11,520.00 per year

Admin E 3000 Rockefeller Ave	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	S600/S610 SMS, UDA63229A36AE73	LI-05985	\$3400 per year.
Cost for New Battery Set – Qty 80 *Includes Batteries, Labor, & Freight.	Energys HX400	12/2019	\$22,040.00 per year

DJJC 2801 10th Street, Everett	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	NX480, 38SA040A0A00	2101200266 215202001	\$1850 per year.
Cost for New Battery Set – Qty 40 *Includes Batteries, Labor, & Freight.	Energys HX300	2/2020	\$11,520.00 per year

Records 1000 California Ave, Everett	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	S301/302, UDA63020C25RT04	M16938F	\$2900 per year.
Cost for New Battery Set – Qty 30 *Includes Batteries, Labor, & Freight.	Energys HX100	1/2021	\$7,380.00 per year

DEM 720-80 th St SW, Everett	Model #	Serial #	Price
Cost for Annual Maintenance Check, (Includes Trip Charges)	Npower, 37SA065C0C6BA18	M11J3O0006	\$2900 per year.
Cost for New Battery Set – Qty 40 *Includes Batteries, Labor, & Freight.	Energys HX205	1/2021	\$10,680.00 per year

Total Annual Preventative Maintenance Cost per year \$24,550.00

Total Annual Cost for New Battery Sets per year \$117,524.00

Total Cost per year for PM and Batteries \$142,074.00

Repair and Maintenance Service Costs:

The Repair and Maintenance Services Costs items 1 – 4 will be used for emergency maintenance and maintenance not included in the Annual Operational Check and Annual Start-Up Services.

Normal Business Hours: 6:00 am to 5:00 pm Monday through Friday

Non Business Hours: Hours other than Normal Business Hours, including Saturday, Sunday and Snohomish County Holidays.

Snohomish County holidays are from 12:01 a.m. to 12:00 a.m. on the following dates:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. The Day after Thanksgiving Day
11. Christmas Day

1.	Hourly Rate for Work During Normal Business Hours	\$200
2.	Hourly Rate for Work During Non-Business Hours	\$275
3.	Trip Charge (to and from job site) Flat Rate	\$0