

**Arlington Public Schools**

Procurement Office  
2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681  
www.apsva.us

Via Email

December 8, 2020

Gaghan Mechanical, Inc.  
Attn: David W. Mattingly  
5649D General Washington Drive  
Alexandria, VA 22312  
Email: [david@gaghanmech.com](mailto:david@gaghanmech.com)

**Subject:** Contract No. 15FY21 – Replacement of Heat Exchangers for Three PK Boilers at McKinley Elementary School

Dear Mr. Mattingly:

A Contract is being offered to Gaghan Mechanical, Inc. (“Contractor”) for the Replacement of Heat Exchangers for Three PK Boilers at McKinley Elementary School. Please arrange for an officer or authorized agent of the Contractor to sign the Agreement and return it to the Procurement Office for signature by Arlington Public Schools (APS) Procurement Agent. A copy of the fully executed Contract will be returned to you for your files.

Together with the signed Agreement you are required to arrange to have a copy of this Cover Letter returned to this office with the fields shown below fully completed. The Procurement Agent will not fully execute the Contract until the completed Cover Letter has been received by the Procurement Office.

**Federal ID Number:** 54-1789937

**Arlington License Number:** BLC-1000040890-02

**Virginia Class A Contractor’s License Number:** 2705082957

**Current Expiration Date:** 03-31-2022

**State Corporation Commission (SCC) Identification Number:**

If Contractor is a stock or nonstock corporation, a limited liability company, a partnership, or a limited partnership, or any other form of entity organized or authorized to “transact business” in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code, the Contractor shall check the appropriate line below and provide any required information:

1.  The Contractor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Contractor’s identification number issued by the SCC is 0460531-7. (The SCC number is **NOT your federal tax Identification number**).

2.  The Contractor is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC; and such the Contractor’s identification number issued to it by the SCC is:

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3. \_\_\_\_\_ The Contractor does not have an identification issued to it by the SCC. Certain limited business activities are specifically excluded from the definition of "transacting business" the Contractor is required to state the exclusion(s), as defined under §13.1-1059.

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**Guaranty Bonds:**

With the signed Agreement you are required to furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price and the Contract shall not be deemed to have been fully executed until such bonds are provided. Bonds shall be on the forms herein provided and shall be issued by a surety company licensed to conduct business in the commonwealth of Virginia and listed on the United States Treasury Department's latest Circular 570, and otherwise acceptable to Arlington Public Schools. The Performance Bond and the Payment Bond shall be in effect as of the date you sign the Agreement. If the Contractor is a partnership or joint venture all partners or ventures shall execute the bond as principal in a personal and not representative capacity, in addition to execution of the bond by the Contractor as principal. Cost of said bonds shall be included in the Contract Price.

Arlington Public Schools reserves the right to request documentation from the surety company as to its financial capabilities, past experience, and other evidence of security's reliability. In the event that the Contractor's surety company becomes insolvent, bankrupt or in any way is incapable of providing the services, the Contractor shall, within ten (10) days' notice from Arlington Public Schools, furnish new payment and performance bonds to Arlington Public Schools from a surety licensed to conduct business in Virginia, listed on the United States Treasury Department's latest Circular 570, and otherwise approved by Arlington Public Schools Procurement Agent. Any cost in securing new bonding will be the responsibility of the Contractor.

**Debarment Status:**

The Contractor shall indicate, in the space provided below, whether or not it, or any of its principals, is/are currently debarred from entering into a Contract/submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from entering into a Contract/submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for not entering into a Contract. This statement shall also apply to any subcontractor(s) the Contractor intends to use in the performance of a resulting Contract.

The Contractor is required to check the appropriate line and provide any required information:

- No, the Contractor or any subcontractors it intends to use in the performance of a resulting contract, are not currently debarred from entering into a Contract /submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision
- Yes, the Contractor and/or \_\_\_\_\_ (name of subcontractor(s)) is/are currently debarred from entering into a Contract/submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision.

**Contractor Certification Regarding Criminal Convictions Form:**

Return with the Cover Letter a completed Contractor Certification Regarding Criminal Convictions at Attachment C. Refer to Section 18 of the Terms and Conditions for more information.

**Certificate of Insurance:**

Within ten (10) calendar days of the date the Agreement is signed by the Arlington Public Schools, you are requested to furnish a Certificate of Insurance. The certificate shall name the Arlington County School Board as additionally insured except for Workers' Compensation and Automobile Liability with respect to Contract # Contract No. 15FY21 – Replacement of Heat Exchangers for Three PK Boilers at McKinley Elementary School. Coverage afforded by the policies listed shall be primary to all other insurance. The “Description of Operations” space shall include the Arlington Public Schools Contract number and title. Evidence of the additional insured status should be typed on a separate insurance company issued endorsement.

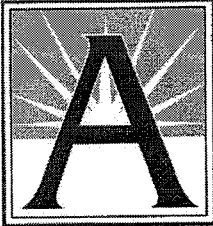
Thank you for your prompt attention to this matter.

Sincerely,

*David J. Webb*

David Webb, C.P.M.  
Procurement Director  
Office: (703) 228-6127  
Cell: (703) 328-5591  
Email: [david.webb@apsva.us](mailto:david.webb@apsva.us)

cc: James Meikle, Director, Maintenance Services  
Steven Bernheisel, Assistant Director, Maintenance Services



**Arlington Public Schools**

Procurement Office

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681

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**Agreement**

**Contract Title: Replacement of Heat Exchangers for Three PK Boilers at McKinley Elementary School**

This Contract 15FY21 is made and entered into this 10<sup>th</sup> day of DECEMBER, 2020, the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and Gaghan Mechanical, Inc. (“Contractor”), whose address is 5649D General Washington Drive, Alexandria, VA 22312.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

**1. Scope of Work:**

The Scope of Work for this Contract generally is described as to provide as requested by APS the Goods and Services necessary for the Replacement of Heat Exchangers for Three PK Boilers at McKinley Elementary School (“the Work”), as set forth in greater detail in Attachment A, Scope of Work & Pricing Schedule.

**2. Contract Price:**

2.1. The Contract Price shall be as set forth in Attachment A, Scope of Work & Pricing Schedule.

2.2. APS will not compensate the Contractor for any Goods or Services beyond those included in Attachment A unless those additional Goods or Services are covered by a written Change Order amending this Contract

2.3. The Contract Prices set forth in Attachment A include all costs, expenses, including reimbursable expenses, to provide the Goods or Services described in this Contract.

**3. Contract Documents:**

3.1. The documents which form the entire Contract between APS and the Contractor (“Contract Documents”) are as defined in this Agreement and are as set forth below.

In the case of a conflict, the order of precedence shall be as follows:

- 3.1.1. Agreement and all modifications properly incorporated in the Agreement
- 3.1.2. Attachment A – Scope of Work & Pricing Schedule
- 3.1.3. Attachment B – Terms and Conditions
- 3.1.4. Attachment C – Contractor Certification Regarding Criminal Convictions
- 3.1.5. Attachment D – Sample Purchase Order
- 3.1.6. Attachment E – COVID-19 Instructions
- 3.1.7. Attachment F – Standard Performance Bond
- 3.1.8. Attachment G – Standard Labor and Material Payment Bond

3.1.9. Attachment H – Certificate(s) of Insurance

- 3.2. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.3. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.4. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

**4. Definitions:**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

**5. Contract Period:**

5.1. The period of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on December 31, 2020 ('Contract Period'), unless otherwise stated as provided in the Contract Documents.

**6. Contract Price Adjustment: Intentionally Deleted**

**7. Non-Appropriation:**

All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the APS. In the event of non-appropriation of funds by the APS for the Goods or Services provided under the Contract, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Services covered by this Contract is spent, whichever event occurs first. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any Goods or Services to be provided after such termination date.

**8. Right to Terminate Contract:**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

**9. Direction to Proceed:**

9.1. For Work to be performed by Contractor under this Contract, the Director/Procurement Agent will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the

dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). A sample Purchase Order form is attached as Attachment D. Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Director/Procurement Agent, and if it does so APS will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of APS other than the Procurement Director/Procurement Agent or his properly authorized designee has authority to make any purchases or otherwise bind APS contractually. If a Purchase Order is issued by anyone other than the Procurement Director/Procurement Agent, it shall be the responsibility of the Contractor to confirm the authority of that person to bind APS. Provided, however, if the Contractor has received from the Procurement Director/Procurement Agent prior written confirmation of a person's authority to bind APS, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, APS through the Director/Procurement Agent or his authorized designee may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular APS working Day following issuance of such Owner directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to APS of such emergency Work by 5:00 P.M. on the next regular APS Working Day following commencement of such emergency Work.

**10. Estimated Quantities; No Guaranteed Minimum: - Intentionally Deleted**

**11. Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

**12. Assignments:**

12.1. This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

12.2. Contractor acknowledges that, if so stated in the Bid Documents, this Contract is subject to the joint procurement or cooperative procurement provisions of Va. Code Ann. § 2.2-4304.

**13. Notices:**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Contractor:           Gaghan Mechanical, Inc.  
  Attn: David W. Mattingly  
  5649D General Washington Drive  
  Alexandria, VA 22312

To APS:                           Mr. James Meikle  
  Director, Maintenance Services

Arlington Public Schools  
2770 South Taylor Street  
Arlington, Virginia 22206

And

David J. Webb, C.P.M.  
Procurement Director / Procurement Agent  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204

**14. Governing Law:**

This Contract, the Bid Documents, and the Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. The exclusive jurisdiction, forum and venue for any litigation with respect to this Contract, the Bid Documents, or the Contract Documents shall be in the state courts of Arlington County, Virginia.

**15. Arlington Public Schools Procurement Resolution and Policies:**

The Procurement Agent has no power to change or waive any provision or requirement of the Procurement Resolution, any policies or regulations of the Arlington County School Board, or any applicable provisions of Arlington County ordinances or regulations, all of which are incorporated herein.

**16. Binding Agreement:**

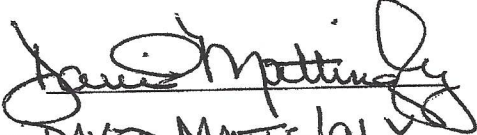
The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

**Signatures Appears on Following Page**

**Arlington Public Schools**

**Gaghan Mechanical, Inc.**

Authorized Signature: 

Authorized Signature: 

Printed Name: David J. Webb, C.P.M.

Printed Name: DAVID MATTINGLY

Title: Procurement Director / Procurement Agent

Title: SERVICE MANAGER

Date: December 10, 2020

Date: 12.10.2020

**Attachments:**

- Attachment A – Scope of Work & Pricing Schedule
- Attachment B –
- Attachment C – Terms and Conditions
- Attachment D – Contractor Certification Regarding Criminal Convictions
- Attachment E – Sample Purchase Order
- Attachment F – Certificate(s) of Insurance

**End of Agreement**





**Gaghan Mechanical, Inc.**  
**HVAC Services/Mechanical Contracting/  
Construction Services**  
5649D General Washington Drive  
Alexandria, VA 22312  
(703) 354-2471 Fax (703) 354-3050

November 30, 2020

Arlington Public Schools  
3600 S. Taylor Street  
Arlington, Virginia 22312  
ATTN: David Kegley

**RE: Three PK Boiler Heat Exchangers @ McKinley ES.**

As per your request, Gaghan Mechanical has prepared a price of **\$102,375.00** to perform the work listed below:

**Work includes:**

- Secure equipment for draining of system piping with glycol for removal and disposal.
- Disassemble boilers and remove heat exchangers.
- Provide and install replacement heat exchangers for 3 PK boilers.
- Fill and bleed air from system.
- Start pumps and boilers and check operation.
- Remove debris from jobsite.
- All work to be performed during normal business hours M-F 7:00 AM – 3:30PM.

**Work excludes:**

- Any work/repairs not listed in scope of work.

Sincerely,

***David W. Mattingly***

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Title: \_\_\_\_\_



Gaghan Mechanical, Inc.  
 HVAC Services/Mechanical Contracting/  
 Construction Services  
 5649D General Washington Drive  
 Alexandria, VA 22312  
 (703) 354-2471 Fax (703) 354-3050

Arlington Public Schools  
 3600 S. Taylor Street  
 Arlington, Virginia 22312  
 ATTN: David Kegley

November 30, 2020

**RE: Glycol removal, system flush and refill @ McKinley Elementary School**

As per your request, Gaghan Mechanical has prepared a not to exceed price of \$42,100.00 to perform the work listed below.

**Work includes:**

- Shut down glycol system operation and remove glycol mixture from system once all system control valves have been commanded fully open by others.
- Drain existing glycol solution as much as system allows and fill with water to circulate through system.
- Drain down system and fill with water once more to circulate through system and drain down again.
- Remove/Dispose of removed glycol solution as per EPA Guidelines.
- Refill system with propylene glycol and put back into service.
- Return to pull sample of solution to have analyzed after period of run time.
- Test glycol concentration and adjust if necessary.
- Remove all debris from jobsite.
- All work to be performed during normal business hours M-F 7:00 AM – 3:30PM.

**Work excludes:**

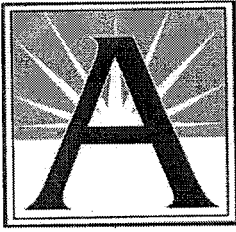
- Any work/repairs not listed in scope of work.
- Any delays not the fault of GMI will be billed at T&M.

Sincerely,

**David Mattingly**

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Title: \_\_\_\_\_



Attachment C

Contractor Certification

Regarding Criminal Convictions

**The completed form is a condition precedent to the award of the Contract.**

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. Rape, forcible sodomy or object sexual penetration, where the offender was more than three years older than the victim, as set forth in Va. Code Ann. § 18.2-370.4, and
3. A sexually violent offense, as set forth in Va. Code Ann. § 18.2-370.5.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of the Contract with Arlington Public Schools and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

GAGHAN MECHANICAL LLC

Name of Contractor

5649-D GENERAL WASH. DR.

ALEXANDRIA, VA. 22312

Address of Contractor

David Mattingly  
Signature

DAVID MATTINGLY SERVICE MANAGER

Name and Title (please type or print)

703-354-2471

Telephone

12.10.2020

Date

End of Attachment C