

# American

---

## Air Balance Co., LLC

### Standard Terms and Conditions of Engagement

American Air Balance Company offers to provide our services based upon the following standard terms and conditions. It is understood that Testing, Adjusting and Balancing is the certification of the HVAC Systems in their final state. Our Test and Balance Analysis Report serves as certification of the final conditions, and is fully dependent upon completion of all construction. As such, it is further understood that our quotes/bids are competitive, comprehensive and conditional.

#### Our quotes are conditional upon the following:

- 1) **Project Documentation**, including all change orders, RFIs and the latest drawing(s), specifications, equipment submittal information and project schedules will be provided to our firm 30 days prior to requesting mobilization. Our scope is determined by the project plans and specifications, as quoted, unless otherwise described in writing. Where project specifications are not present, the AABC Standards latest edition shall govern for the applicable scope.
- 2) **All HVAC Systems** shall be fully complete, and written verification provided prior to commencing our service. Specifically, but not limited to the following:
  - a. System startup shall be complete, with all unit and economizer controls fully operational.
  - b. The HVAC Control System shall fully commissioned and working properly.
  - c. Clean filters of the correct size and specified rating will be installed prior to commencing our activities.
  - d. Equipment and duct access doors are securely closed.
  - e. All Air distribution devices shall have manual volume dampers installed and that all balance, smoke and fire dampers are open and fully functional.
  - f. Hydronic systems are filled, flushed, and free of air and operating properly.
  - g. Isolation, control and balancing valves are open and operational.
  - h. Reasonable access shall be provided to all HVAC equipment and balancing devices.
- 3) **The Building Envelope** and all interior spaces shall be complete and at fully operational status prior to commencing our work.
  - a. All walls, doors, thresholds, windows and ceiling tile shall be installed and sealed as applicable.
  - b. Permanent electrical power will be provided.
  - c. Unusual access costs, such as areas requiring man-lifts and/or temporary floor protection, are excluded unless specifically listed in the inclusions of our quote.

(Continued)

# American

---

## Air Balance Co., LLC

- 4) **Working Hours** – Split shifts, off-hours, overtime and/or double time are not included unless specified in the contract. Any request to work these hours/shifts presented after the project is contracted will be addressed either through a change order or by way of a Time & Material (T&M) ticket.
- 5) **Deficiencies** – We will provide a Project Development Report (PDR) for all observed deficiencies as soon as possible. It is the responsibility of the contractor to address, correct and provide written confirmation of such in the timeliest manner possible. Should outstanding issues impede our ability to progress or complete our work, remobilization fees will be paid by the contractor at our current published “contract” rates. Excessive, defined as more than 10% of any and all project components, and/ or repeated deficiencies is not included in our quote.
- 6) **Remedial work**, such as the installation, or repair of any mechanical devices is the responsibility of the contractor. This includes replacing motors, sheaves and belts as necessary to achieve design CFM, if the factory installed drives do not achieve the design intent.
- 7) **Remobilization** - We require sufficient notice, normally five days, however always a minimum of two working days, to remobilize.
- 8) **Project Phasing** – Project phasing is excluded from our quote unless specifically described in the inclusions. Phasing and additional reporting will be provided on a Time & Material (T&M) basis at our current contract rates.
- 9) **Duct Leakage Testing** - Where required, the contractor shall seal and cap all ductwork, as necessary to prepare for testing. Each test section shall have a 5 inch round spin-in to connect the test equipment. Retesting of failed systems and or partial systems is not included within our quote. Contractor will provide as-built drawings with duct sizes and bulk head locations, a minimum of five days prior to mobilization.
- 10) **Exposed Ductwork, Plenums and Units** – The Mechanical Contractor shall furnish and install Ventlock #699 test hole covers to the ducts, plenums, units and other required locations, as required, to facilitate system testing. The gaskets shall be secured to the test hole caps with adhesive. The locations of the test hole caps shall be reviewed with the Mechanical Engineer and Test and Balance Agency before installation. Holes over which the Ventlock #699 test hole ports are mounted shall not be less than ¾ inch diameter.
- 11) **Participation in Commissioning** - Participation in Commissioning includes attending HVAC Commissioning meetings while mobilized on the project as requested, at least three working days in advance and a 10% to 20% maximum random verification of the Final TAB Report upon completion, unless specified otherwise in the TAB Specifications. Further support will be provided at additional costs.

(Continued)

# American

---

## Air Balance Co., LLC

- 12) **AABC National Performance Guarantee** applies to all projects. There is no fee to provide this warranty and no credit shall be offered should the project not require one. This warranty is implied and effective on all projects that we certify, whether included in the report or not.
- 13) **Test and Balance Analysis Reports** – As part of our commitment to exceptional service, we aim to deliver final reports as quickly as possible once our on-site testing is complete. To that end, we make it our goal to prepare our reports shortly after formal authorization to proceed is received. All projects will be billed partially complete when the report is prepared. Please bear in mind, final report turnaround involves the collective efforts of several individuals across multiple departments to insure it is accurate, cohesive & complete. A preliminary watermarked copy can be provided with advanced notice. An electronic copy & up to six hard copies (available upon request) per project will be distributed.
- 14) **Payment** - Payment terms are net 30 days. Interest on past due funds will be charged at 10% annual percentage rate. \*Price is a net cash fee. Payments made by credit cards are subject to a service charge of 4.7%. We accept Visa, MasterCard & American Express.
- 15) **Litigation** - It is hereby agreed that if either party brings forth legal action in this matter the prevailing party, including a party who agrees to dismiss an action upon payment of sums due, or who obtains substantially the relief sought, shall be entitled to reasonable attorney's fees and court costs.