NOTICE OF AWARD OF CONTRACT

TO: PRITCHETT CONTROLS, INC.
12240 INDIAN CREEK COURT
SUITE 120
BELTSVILLE, MD 20705

DATE ISSUED: SEPTEMBER 20, 2011
CURRENT CONTRACT NO: 161-11

CONTRACT TITLE: DES - BUILDING AUTOMATION SYSTEM SERVICE

PRIOR CONTRACT NO: 183-10

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.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on September 19, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on AUGUST 31, 2012.

This is the FIRST year award notice of a possible THREE year contract.

The contract documents consist of the terms and conditions of Agreement No. 161-11, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO EXHIBIT A (ATTACHED)

2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENT:

AGREEMENT NO. 161-11

EMPLOYERS NOT TO BENEFIT:

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

VENDOR CONTACT: PETER HABER
TELEPHONE NO.: 301-470-7300
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: PHABER@PRITCHETTCONTROL
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1532875
S.COM
COUNTY CONTACT: RICH KRUMENACKER
TELEPHONE NO.: 703-228-4395
EMAIL ADDRESS: RKRUMENACKER@ARLINGTONV

CONTRACT AUTHORIZATION
Maryam Zanory
Procurement Officer
Date: 9/20/11

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
AGREEMENT NO. 161-11

THIS AGREEMENT (hereinafter “Agreement”) is made, on the date of execution by the County, between Pritchett Controls, Inc., 12240 Indian Creek Court, Suite 120, Beltsville, Maryland, 20705 ("Contractor"), a Maryland corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Performance Advantage Plan) and Exhibit B (Nondisclosure and Data Security Agreement) (hereinafter collectively “Contract Documents”).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents, and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall 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 of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract”.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “Work”). The primary purpose of the Work is to provide to the County with Building Automation System ("BAS") service. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents, and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence on September 1, 2011, and be completed no later than August 31, 2012 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from September 1, 2012 to August 31, 2014 (each such period shall be referred to as a “Subsequent Contract Term”).

4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph below and Exhibit A, for the Contractor’s completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total
amount specified in Exhibit A ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been delivered or performed shall appear on all invoices.

6. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

8. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount, unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit A unless otherwise agreed by the parties in writing.

9. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

10. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:
a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

The Contractor shall include in each of its subcontracts, 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 the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. NON-APPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, 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. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if fewer items or services, or none at all, are required or requested by the County after award of the Contract. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, 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 Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.
13. **COUNTY PURCHASE ORDER REQUIREMENT**

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

14. **PROJECT STAFF**

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. **SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned to him or her.

16. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall 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.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means any site for the performance of the Contractor's work in connection with the Contract. Drugs shall not be permitted at any such site.

19. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, 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, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

20. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected.
by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer at the time of delivery. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

21. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract's term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

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

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.
Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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

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

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

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

24. INDEMNIFICATION
The Contractor covenants for itself, its employees, and 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” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

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

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

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

27. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

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

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

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

28. DATA SECURITY
The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit B. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

29. ETHICS IN CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this 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.

30. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
31. **FORCE MAJEURE**

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

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

32. **AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Contract Term and any Subsequent Contract Term(s) of this Contract. Any contract entered into by a contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

33. **RELATION TO COUNTY**

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

34. **ANTITRUST**

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

35. **REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
• All copies shall be double-sided;
• Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
• The use of plastic covers or dividers should be avoided; and
• Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

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

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

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

39. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

40. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

41. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
42. **ARBITRATION**
   It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

43. **NONEXCLUSIVITY OF REMEDIES**
   All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

44. **NO WAIVER**
   The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

46. **NO WAIVER OF SOVEREIGN IMMUNITY**
   Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

47. **SURVIVAL OF TERMS**
   In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; and DATA SECURITY.

48. **HEADINGS**
   The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

49. **NOTICES**
   Unless otherwise provided herein, all notices and other communications required by this Contract 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:**
   Mr. Peter Haber
   Pritchett Controls, Inc.
   12240 Indian Creek Ct.
   Suite 120
   Beltsville, MD 20705

   **TO THE COUNTY:**
   Richard Krumenacker, Project Officer
50. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

51. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverages shall be:

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

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

c. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

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

e. **Additional Insured** - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the
Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

52. ACCESSIBILITY OF WEB SITE (if applicable)
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at http://www.ada.gov/websites2.htm.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [signature]

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 9/28/11

PRITCHETT CONTROLS, INC.
TAXPAYER ID: 52-1532875
VA SCC ID: F1083254

AUTHORIZED SIGNATURE: [signature]

NAME AND TITLE: [signature] VELER HAMER, SENIOR ACCOUNT MANAGER
DATE: 9/19/11
AGREEMENT 161-11
EXHIBIT A

PERFORMANCE ADVANTAGE PLAN

Date: January 26th, 2011
Proposal Number: H1105

Support will be provided at this location:
Arlington County Facilities
As shown on Attachment F
Address 1
Address 2
City, State Zip

Hereinafter referred to as "Owner"

Pritchett Controls shall provide the support listed on attachments A through G
Attachment A – Scheduled Maintenance Procedures – Control Systems
Attachment B – Scheduled Maintenance Procedures – Mechanical Systems
Attachment C – Remote Support /Unscheduled Service
Attachment D – Other Services
Attachment E – Professional Engineering support/Commissioning
Attachment F – Equipment to be Serviced
Attachment G – Annual Service Contract Value Breakdown

PAYMENT

For the support designated herein, Arlington County, Virginia (variously referred to in this Exhibit A as "OWNER"), agrees to pay to Pritchett Controls, Inc. (variously referred to in this Exhibit A as "PCI"), the annual amount of $44,808.00 payable in 12 equal increments of $3,734.00 monthly as invoiced. This price remains the same for the duration of the Contract’s Term (three (3) years).

Refer to Attachment G for service contract value breakdown by building.
VISITATION SCHEDULE:

☐ Weekly  ☑ Monthly  ☐ Quarterly  ☐ Semi-Annual  ☐ Annual

SERVICE LOG BOOK (not applicable for Maintenance Assist (MA) agreements):

The service logbook will be created once the contract is executed. The service logbook will include:

- DDC controller inspection sheets
- Operator workstation software inspection sheets
- Sequence of operation inspection sheets
- Annual service schedule
- Task Orders

The technician will use the logbook during all calibrations and inspections. As each device inspection is completed the technician will record the results in the logbook. The logbook will remain on-site for the OWNER to reference between scheduled visits.

TROUBLE LOG:

The OWNER will keep an on-going trouble log of questions, problems, and optimization ideas. If possible, the log will be reviewed with the OWNER on each scheduled site visit, following the completion of scheduled maintenance tasks.

MAINTENANCE TASKS:

<table>
<thead>
<tr>
<th>Building Controller Database Protection</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCI will make a dated current backup of the Building and Direct Digital Controllers database(s) on magnetic media including the Owner's on-site computer hard disk, on-site floppy disk, and PCI off-site archive floppy disk. In the event of a system workstation failure, Pritchett Controls will reload the following databases into the system:</td>
<td>Quarterly</td>
</tr>
<tr>
<td>☑ Application Programming for Building and Direct Digital Controllers</td>
<td></td>
</tr>
<tr>
<td>☑ Temperature set points, scheduling and other pertinent parameters</td>
<td></td>
</tr>
<tr>
<td>☑ Operator workstation graphics (Main File Server, LAN workstations and remote/laptop terminals)</td>
<td></td>
</tr>
</tbody>
</table>

Archiving of Documentation

☑️ The As built and DDC Application Engineering drawings associated with your Direct Digital Control system will be archived at our site. These documents will provide the necessary resource materials in the event of any system or staff changes or catastrophic failure.

Operator Workstation

☑️ Pritchett Controls will inspect and clean all hardware including the Keyboard, monitor, mouse and printer.

☑️ Pritchett Controls will verify all network and wiring connections for system performance.

☑️ Pritchett Controls will verify operation of any uninterruptible power supplies serving Operator Workstations.
### Building Controllers

- Pritchett Controls will perform database diagnostic tests, analyze the results, and review and report system software problems for, points in communication, failure points in manual operation, communication failure, and unacknowledged alarms.
- Pritchett Controls will perform database diagnostic tests, analyze the results, and review and report communication network diagnostic abnormalities.
- Pritchett Controls will check and report on controller power supplies.
- Pritchett Controls will check and replace, if needed, the controller RAM backup battery.
- Pritchett Controls will tighten all terminations, and visually check board components and diagnostic LEDs.
- Pritchett Controls will document all findings in the Service Log Book.

### Temperature Controls Panel

- Pritchett Controls will tighten all terminations and visually check terminations, board components and diagnostic LEDs.
- Pritchett Controls will annually check and report on panel AC & DC power supplies and spare panel fuses.
- Pritchett Controls will annually check and report on controller power supplies.
- Pritchett Controls will document all findings in the Service Log Book.

### DDC System Input/Output Point Verification

- Pritchett Controls will annually perform a point-to-point check and report on each field device.
- Pritchett Controls will annually calibrate each Analog Input.
- Pritchett Controls will annually confirm operation for each Analog Output.
- Pritchett Controls will annually confirm operation for each Digital Input.
- Pritchett Controls will annually confirm operation for each Digital Output.

### Terminal Unit Verification

- Pritchett Controls will perform a visual abnormalities check from the central workstation and report on terminal unit problems for the following equipment.
  - VAV Box Terminal Units
  - Fan Coil Terminal Units
  - Heat Pump Terminal Units

### DDC System Control Loop Tuning

- Pritchett Controls will perform seasonal loop tuning to optimize the system control for heating and cooling seasons.

### HVAC Systems Sequence Verification

- Pritchett Controls will perform a system sequence verification through a sample of point checks, point commanding techniques, selective disabling, system-wide function test and examination and analysis of standard report logs by a trained system specialists or field engineer.
- Pritchett Controls will review the current sequence of operation.
- Pritchett Controls will review and report on actual software logic.
- Pritchett Controls will simulate energy management strategies and report on system response.

### Maintenance Assistance

- Pritchett Controls will provide on-site and/or remote support for the total number of hours indicated. These hours can be used at the Owner's discretion.

In addition to the tasks above, Pritchett Controls shall replace the batteries in each UNC controller on an annual basis for all sites covered under this Contract.
VISITATION SCHEDULE:

☐ Weekly  ☒ Monthly  ☐ Quarterly  ☐ Semi-
Annual  ☐ Annual

SERVICE LOG BOOK:

The service logbook will be created upon execution of the contract. The service logbook will include:

- HVAC equipment inspection sheets
- Annual service schedule
- Task Orders

The technician will use the logbook during all scheduled service visits. As each scheduled service is completed the technician will record the results in the logbook. The logbook will remain on-site for the OWNER to reference between scheduled visits.

EQUIPMENT COVERED IS LISTED IN ATTACHMENT F – SCHEDULE OF SERVICED EQUIPMENT

PREVENTIVE MAINTENANCE INSPECTIONS:

Pritchett Controls will perform scheduled preventive maintenance inspections during normal working hours at intervals determined by manufacturers' recommendations, usage, location, run-time intervals and/or our experience. Scheduled Preventative Maintenance inspections for the covered equipment, as listed in Attachment F – Schedule of Serviced Equipment, will provide those services required to keep your equipment operating at a high level of efficiency and dependability. It may include the following:

- Check and verify performance of all covered equipment and components in accordance with manufacturer's specifications, original design criteria, and proper maintenance practice.
- Examine, lubricate, adjust, and calibrate all covered equipment and components including, but not limited to: belts, bearings, blow down valves, boiler operating and safety equipment, burner flame safeguard equipment, capacity and safety devices, check valves, condensate pumps, coils, control transformers, control wiring, dampers, duct heaters, electrodes, environmental controls, fans, float valves, flow-timers, gas burners, gas burner controls, gas pressure regulators, gear reducers, hand valves, humidifiers, ignition transformers, motors, motor starters, oil burners, oil burner controls, oil nozzles, oil filters, oil pumps, pressure controls, pumps, refrigeration controls, refrigeration compressors, refrigeration condensing units, refrigerant filter dryers, refrigerant piping, relays, solenoid valves, strainers, steam traps, and thermal expansion valves.

Preventative Maintenance is limited to systems with qualified water treatment and air filtering services provided or approved by Pritchett Controls.

It is agreed that the County will provide a reasonable means of access to all devices which are to be maintained. Pritchett Controls must obtain approval from the County Project Officer or designee prior to the start and/or stop all primary equipment associated with mechanical systems.
SUPPORT CALL PROCEDURES

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Phone #</th>
<th>Contact</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Hours</td>
<td>301-470-7300</td>
<td>Service Coordinator</td>
<td>30 min.</td>
</tr>
<tr>
<td>7 AM – 4 PM, Mon. – Fri.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Hours or Holidays</td>
<td>301-470-7365</td>
<td>Answering Service (forwarded to on-call technician)</td>
<td>30 min.</td>
</tr>
</tbody>
</table>

REMOTE SUPPORT FOR CONTROL SYSTEMS

I. Remote Diagnostics

Pritchett Controls will provide diagnostics and troubleshooting via remote communications in response to the service request. Pritchett Controls shall be permitted, after advising the OWNER, to remotely control and/or operate equipment as necessary to perform the needed corrective service.

II. Call Documentation:

Pritchett Controls will document each phone support service call and furnish OWNER a copy showing the date and brief description of activity.

REMOTE SUPPORT RESPONSE:

To minimize downtime, Pritchett Controls will provide remote support within the timeframe selected below:

<table>
<thead>
<tr>
<th>Response Type</th>
<th>Hours</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>Mon – Fri, 8 AM – 5 PM (excluding holidays)</td>
<td>30 min.</td>
</tr>
<tr>
<td>24/7</td>
<td>Mon – Sun, 24 hrs per day (including holidays)</td>
<td>2 hrs.</td>
</tr>
</tbody>
</table>

If remote diagnosis determines a site visit is required to complete troubleshooting procedures, Pritchett Controls will be on-site within the response timeframe selected under the On-Site Support Section of this Agreement.

REMOTE SUPPORT LABOR CHARGES:

All standard labor costs required by remote support up to ___16___ hours are included in this Agreement. These hours are chargeable in half hour increments. Additional and Priority support will be billed at the preferred Owner rates as indicated in Attachment C.

REMOTE SUPPORT EQUIPMENT:

OWNER shall provide a 56k Baud Hayes compatible modem, internet connection, or Virtual Private Network (VPN) access, at a mutually agreed upon location, to enable the local Pritchett Controls office to remotely log-on to the OWNER’s system. The connection shall remain available at all times.

OWNER shall bear all costs associated with the dedicated phone line or internet/intranet connection.
UNSCHEDULED ON-SITE SUPPORT

The service manager will dispatch unscheduled on-site support. Each work order will list the service date, contact individual, equipment identification, equipment location, work to be performed and any special instructions.

Pritchett Controls will provide, at no charge, on-site Standard or 24/7 response, up to the number of hours indicated below, between scheduled maintenance visits. Unscheduled support visits in excess of the indicated hours will be billable at the preferred Owner rate for that time period.

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Response Type</th>
<th>Hours</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Standard</td>
<td>Mon – Fri, 7:30 AM – 4 PM (excluding holidays)</td>
<td>2 hrs.</td>
</tr>
<tr>
<td>0</td>
<td>24/7</td>
<td>Mon – Sun, 24 hrs per day (including holidays)</td>
<td>4 hrs.</td>
</tr>
</tbody>
</table>

LABOR RATES (Hourly)

<table>
<thead>
<tr>
<th></th>
<th>Standard Hours (as above)</th>
<th>Overtime Hours (as above)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List</td>
<td>Preferred</td>
</tr>
<tr>
<td></td>
<td>List</td>
<td>Preferred</td>
</tr>
<tr>
<td>Technician</td>
<td>$153.00</td>
<td>$103.00</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$101.00</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
Component Replacement

- Pritchett Controls will repair or replace, per manufacturer RA policy, any worn, doubtful or failed components and parts with new or reconditioned components of compatible design as requested by the Owner to maintain the system in good operating condition. The costs of these parts will be billed per Pritchett Controls published price lists less discounts shown below.

- Pritchett Controls will repair or replace any worn, doubtful or failed component or part with new or reconditioned components of compatible design as required to maintain the system in good working order. The cost of these parts is included in this Support Agreement. All exchanged parts become the property of Pritchett Controls. Reference Attachment F for a list of serviced components.

Materials Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DDC Controls &amp; Software</td>
<td>List Price Less 25%</td>
</tr>
<tr>
<td>TAC/ Inversys non-DDC Components</td>
<td>List Price Less 50%</td>
</tr>
<tr>
<td>Purchased Materials</td>
<td>Quotes will be provided</td>
</tr>
</tbody>
</table>

Software Revisions

- Revisions to OWNER’s existing software will be furnished at no charge. Upgrades are specific to revisions of current software only; next generation software is not subject to this provision.

Firmware Revisions

- Revisions to OWNER’s existing controller firmware will be furnished at no charge.

Other Services

Attachment E

PROFESSIONAL ENGINEERING SUPPORT/ COMMISSIONING

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Professional Engineering Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Pritchett Controls will provide the services of a Professional Engineer, for the number of hours indicated, to evaluate HVAC and energy management systems for renovation needs.</td>
</tr>
</tbody>
</table>

TRAINING

Pritchett Controls will provide training services for the hours identified below:

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Training Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>On-site Owner Training</td>
</tr>
<tr>
<td>0</td>
<td>Classroom training at PCI Training Center</td>
</tr>
</tbody>
</table>

DOCUMENT MAINTENANCE & REVISIONS

<table>
<thead>
<tr>
<th># Hrs. Included</th>
<th>Document Maintenance and Revisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Pritchett Controls will update both OWNER and PCI copies of as built and DDC Application Engineering drawings, for the number of hours indicated, to reflect changes to your Direct Digital Control System.</td>
</tr>
<tr>
<td>Facility</td>
<td>System/Description</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Walter Reed CC</td>
<td>RTUs</td>
</tr>
<tr>
<td></td>
<td>EFs</td>
</tr>
<tr>
<td>2909 16th Street South</td>
<td>HW Plant</td>
</tr>
<tr>
<td>Arlington, VA 22204</td>
<td>CHW Plant</td>
</tr>
<tr>
<td></td>
<td>VAVs</td>
</tr>
<tr>
<td>George Mason Center</td>
<td>FCUs</td>
</tr>
<tr>
<td>1801 North George Mason Dr.</td>
<td>AHUs</td>
</tr>
<tr>
<td>Arlington, VA 22207</td>
<td>CHW Plant</td>
</tr>
<tr>
<td></td>
<td>HW Plant</td>
</tr>
<tr>
<td>Lubber Run CC</td>
<td>AHUs</td>
</tr>
<tr>
<td>300 North Park Dr.</td>
<td>CHW &amp; HW Plant</td>
</tr>
<tr>
<td>Arlington, VA 22203</td>
<td></td>
</tr>
<tr>
<td>Court Square West</td>
<td>AHUs</td>
</tr>
<tr>
<td>1400 North Uhle Street</td>
<td>HW Plant</td>
</tr>
<tr>
<td>Arlington, VA 22201</td>
<td>CHW Plant</td>
</tr>
<tr>
<td>Aurora Hills Complex</td>
<td>RTU</td>
</tr>
<tr>
<td>735 18th Street South</td>
<td>CHW Plant</td>
</tr>
<tr>
<td>Arlington, VA 22202</td>
<td>HW Plant</td>
</tr>
<tr>
<td></td>
<td>VAVs</td>
</tr>
<tr>
<td>Fire Station No. 3</td>
<td>EFs</td>
</tr>
<tr>
<td>3900 Lee Highway</td>
<td>CHW Plant</td>
</tr>
<tr>
<td>Arlington, VA 22207</td>
<td>HW Plant</td>
</tr>
<tr>
<td></td>
<td>ERU</td>
</tr>
<tr>
<td></td>
<td>Apparatus Infrared Heat</td>
</tr>
<tr>
<td></td>
<td>AC-1</td>
</tr>
</tbody>
</table>
Lubber Run: $4,802 (Four Thousand Six Hundred Ninety Eight Dollars)

George Mason: $6,436 (Six Thousand Three Thirty Two Dollars)

1400 N Uhle: $12,560 (Twelve Thousand Four Hundred Fifty Six Dollars)

Aurora Hills: $6,436 (Six Thousand Three Hundred Thirty Two Dollars)

Walter Reed: $11,134 (Eleven Thousand Thirty Dollars)

Fire Station No. 3: $3,440 (Three Thousand Four Hundred Forty Dollars)
AGREEMENT NO. 161-11
EXHIBIT B

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

Pritchett Controls, Inc. (the Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agrees that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 161-11. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 161-11. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 161-11.

Contractor also agrees that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County's physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County's physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an
industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor's security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 161-11, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor's Work on Contract No. 161-11 and shall survive termination of Contract No. 161-11.

Signed: ____________________________

Date: 9/19/11

161-11