NOTICE OF AWARD OF CONTRACT

TO: BOLAND TRANE SERVICES
30 WEST WATKINS MILL ROAD
GAITHERSBURG, MD 20878

DATE ISSUED: OCTOBER 7, 2010
CURRENT REFERENCE NO: 396-10

CONTRACT TITLE: DES - HVAC SERVICE - TRANE EQUIPMENT
PRIOR REFERENCE NO: N/A

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. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on SEPTEMBER 30, 2011.

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

The contract documents consist of the terms and conditions of Agreement No. 396-10, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO EXHIBIT A OF AGREEMENT NO. 396-10

ATTACHMENT:
AGREEMENT NO. 396-10

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

VENDOR CONTACT: PAT PAYNE
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-0742033
EMAIL ADDRESS: PAT.PAYNE@BOLAND.COM

COUNTY CONTACT: RICH KRUMENACKER

VENDOR TEL. NO.: 240-306-3226
VENDOR FAX. NO.: 240-306-3596
COUNTY TEL. NO.: 703-228-4395

CONTRACT AUTHORIZATION
Pamela Hayes
Assistant Purchasing Agent

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
AGREEMENT NO. 396-10

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

THIS AGREEMENT is made, on the date of execution by the County, between
Roland Trane Services, Inc., 30 West Watkins Mill Road, Gaithersburg, MD
20873 ("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 and Exhibit A (Contractor's
Proposal No. C05041). 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.

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" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work is to
provide HVAC services to the County. 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 its Work.

3. CONTRACT TERM
Work under this Agreement will commence upon execution by the County and will
be completed no later than September 30, 2011 (Contract Term), subject to any
modifications as provided for in the Contract Documents for the Contract
Term. Upon satisfactory performance of the Contractor and with the
concurrence of the Contractor, the County may, through issuance of an
amendment executed by the parties, authorize continued operations of the
Contractor for not more than four (4) additional twelve (12) month periods
(Each period is referred to as "Subsequent Contract Term"). Notwithstanding
anything herein to the contrary, the Contract Amount for each extension
period shall be in an amount not to exceed the funds appropriated for the
Contract by the County Board of Arlington County, Virginia for the Subsequent
Contract Term.
4. **CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment paragraph, 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 Contract Amount specified in this section unless such amount is modified as provided in this Agreement.

5. **NOT USED**

6. **PAYMENT**

Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

7. **PROJECT OFFICER**

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Environmental Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

8. **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 project or of the Contractor's services has 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 Project 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 supportive documentation for the 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 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 under the amendment.

9. **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 Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.
10. **REIMBURSABLE EXPENSES**
No reimbursable expenses are authorized under this contract.

11. **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 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 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 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.

12. **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. In the event of non-appropriation of funds by the County Board of Arlington County 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.

13. **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 no items or services are required or requested by the County. 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 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 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.

14. 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 order 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. Contractors providing goods or services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

15. DELIVERY
All goods are purchased P.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

16. WARRANTY
All goods and materials 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 make evidence of all manufacturers' warranties available upon demand. All goods and materials are 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 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 may be established to govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

17. INSPECTION, ACCEPTANCE AND TITLE
Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored off-site by the Contractor.
Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem advisable to assure that goods or materials conform to the specifications.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

18. 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.

19. 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.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this
Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

21. 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 a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

23. 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 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.

24. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all 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 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 and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). 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 Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted 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 reasonable damages, including direct damages and replacement costs, to which the County is entitled by this Contract or by law.

Except as otherwise directed by the County, 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.

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

The performance of work under this Contract may be terminated by the 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 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 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.

26. **INDEMNIFICATION**

The Contractor covenants 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 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 save, defend, hold harmless and/or indemnify the County, 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.

27. **INTELLECTUAL PROPERTY INDENMIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including 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 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 uses any design, device,
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, or costs arising from the use of such design, device, or materials in any way involved with the Work.

28. 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 Agreement. 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 Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement 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 Agreement 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 Agreement 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 Agreement.

29. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership 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, 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 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 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 under 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 Agreement.

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

30. ETHICS IN PUBLIC 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 Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Fraud 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 is 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 purchase 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.

31. 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.

32. 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 Force Majeure, beyond the and outside the scope of the Contractor’s then current disaster plan, control of the Contractor, 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.

33. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

34. RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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.

35. **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.

36. **Report Standards**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or 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 the Contract 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.

37. **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.
38. 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.

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

40. 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.

41. 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. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution.

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.

42. 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.

43. 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.

44. 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.
45. **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.

46. **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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. **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.

48. **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; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

49. **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 refers.

50. **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:

Pat Payne  
30 West Watkins Mill Road  
Gaithersburg, MD 20878

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section) (Contractor shall request address from Project Officer);

AND
Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

51. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

52. **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 and acceptable to the County. The minimum insurance coverage 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, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required hereunder 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 consistent with the terms of this
Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

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 Agreement, 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 deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, 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, or that 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 agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

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 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.
53. NOT USED

54. NOT USED

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

BOLAND TRANE SERVICES, INC.

AUTHORIZED SIGNATURE: 

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 10/7/10

TAXPAYER ID NUMBER, SSN/EIN 52-074-2033

AUTHORIZED SIGNATURE: 

NAME AND TITLE: BILL MILLER
DATE: 10-7-10

SALES MANAGER
Agreement No. 396-10

Exhibit A

AIR CONDITIONING SERVICE & INSPECTION AGREEMENT
BETWEEN

BOLAND
We Are Not Comfortable Until You Are

30 West Watkins Mill Road, MARYLAND 20878
(240) 306-3000
(800) 552-6526

AND

Arlington County Government

Attention: Rich Krumenacker
1400 N. Uhle Street, Room 601

Arlington, VA 22201

Contract # C05041
PP
Effective this 1st day of October, 2010 and continuing in force thereafter for a period of Five Years unless terminated as hereinafter provided, Boland Services (the "Seller") agrees to provide covered services, as per attached schedule of services for which Arlington County Government, (the "Buyer") agrees to pay the annual sum as follows:

<table>
<thead>
<tr>
<th>Building</th>
<th>Annual Sum</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks and Natural Resources Center</td>
<td>$11,736.00</td>
<td>$978.00</td>
</tr>
<tr>
<td>Signature Theater</td>
<td>$12,948.00</td>
<td>$1,079.00</td>
</tr>
<tr>
<td>Barcroft Sports Complex</td>
<td>$13,656.00</td>
<td>$1,138.00</td>
</tr>
<tr>
<td>WETA Building</td>
<td>$16,560.00</td>
<td>$1,380.00</td>
</tr>
<tr>
<td>Detention Center</td>
<td>$13,260.00</td>
<td>$1,105.00</td>
</tr>
<tr>
<td>Westover Library</td>
<td>$5,664.00</td>
<td>$472.00</td>
</tr>
<tr>
<td>Fairlington Community Center</td>
<td>$8,160.00</td>
<td>$680.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$81,984.00</strong></td>
<td><strong>$6,832.00</strong></td>
</tr>
</tbody>
</table>

Buyer may elect to pay this annual sum in 12 equal monthly installments of See Above, beginning on the effective (anniversary date) above and continuing on the 1st day of each month thereafter. It is understood and agreed that upon default in making any monthly installment when due, service by Seller will terminate and the entire annual balance due under the Agreement is immediately due and payable.

1. **Term.** This agreement will automatically be extended on a year-to-year basis unless terminated/canceled by either party forty-five (45) days prior to any anniversary of the effective date by written notice given to the other party. In the event of annual extension, Seller's annual price set forth above is subject to revision (downward or upward) according to Seller's established pricing schedule existing on the aforesaid anniversary date, and notice thereof shall be mailed to Buyer in writing at least forty-five (45) days prior to said anniversary date. Buyer shall have thirty (30) days following receipt of said annual price notification to terminate/cancel the agreement effective on the ensuing anniversary date.

2. This agreement includes only the labor required for the services described under Coverage "A", as per attached. The Purchaser assumes responsibility for all labor required for other services and on other parts of the A/C system not covered by this agreement, for Emergency Calls caused by boiler or power failure, and for parts and supplies furnished in the performance of these labor services. See Paragraph 5 below for details.

3. This agreement applies only to the equipment listed on Schedule A, attached.

4. Modifications: Repair work needed outside the contract will be billed at $135.00 regular time/$202.50 overtime for Journeymen and $110.00 regular time/$165.00 overtime for Apprentices plus market rate for necessary Parts. Response Time to be 2 Hours on site during business hours (Monday-Friday 7am-5pm) and 4 Hours On Site After Hours, except for Shirlington
5. Under all conditions of this agreement it is understood and agreed that:

A. The Seller does not assume the responsibility for the normal day-to-day operation of the equipment listed on Schedule "A" such as keeping the water tower clean and operating efficiently, keeping the condenser strainer clean, purging regularly, pumps, nor for the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage or for obtaining proper operation; nor for the maintenance and repair of ancillary equipment, unless listed for coverage in Schedule A.

B. Major repair labor, such as dismantling of component, leak testing or tube cleaning, except as part of winter service, opening of refrigeration systems, evacuation and recharging of same in the event of refrigerant loss, etc., is not included or furnished by the Seller under this agreement, and if repairs or major labor and parts are required, Buyer agrees to pay for same at the prevailing Seller hourly rate.

C. The Seller does not have, or assume, responsibility for service of air conditioning duct work, electrical disconnect switches, recording instruments, gauges or thermometers, water towers, chilled or condenser water piping, pumps, or motors, or air handling units. Nor shall the Seller be responsible or liable neither for any utility or power service connected to or essential to the operation of the herein-described equipment, nor for the failure thereof, nor shall it be liable for damages to the equipment due to failure thereof.

D. Water treatment to protect the equipment described herein or to provide satisfactory operation is not furnished or included hereunder unless specified under Schedule "A" and such treatment by a qualified company must be furnished by the Buyer to any equipment covered by this agreement.

E. Seller shall not be liable for injuries to persons or damage to property proximately caused by failure of the equipment serviced hereunder, save and except those damages directly due to the negligent act or omission of Seller's employee. In no event shall Seller be liable to Buyer for any indirect or consequential damages or lost profits arising out of or relating to this Agreement or performance or breach thereof.

F. Seller shall not be liable for any loss or damage due to delay in furnishing labor or material under the terms of the agreement caused by reason of strikes or labor troubles affecting Seller's employees who perform the service called for herein, nor for delays in transportation, delays caused by priority or preference rating, orders or regulations established by government authority, or by an unusual delay in procuring supplies or other cause beyond Seller's reasonable control.

G. In the event the Seller be required to make emergency calls to repair major damage caused by floods, fire, elements, lightning, riots, strikes, labor troubles, civil commotion of any kind, the Buyer shall reimburse the Seller
for the expense in making such calls. Buyer agrees to furnish safe and full access to all equipment described herein for the purpose of executing the terms of this agreement.

H. If the Seller is required to make repairs and/or replacements or emergency calls occasioned by improper operations, electrical power or boiler failure, negligence or misuse of the equipment, misapplied, malfunctioning, or improperly operated management controls, devices or computers installed and/or serviced by others or due to any cause beyond Seller's control except ordinary operation, Buyer shall reimburse Seller for the expense incurred in making such repairs and/or replacements or emergency calls in accordance with the current established rates for performing such services.

I. The Seller shall not be liable for fulfilling agreement terms during periods of labor strikes, riots, civil commotion or situations beyond its control.

J. The Seller shall not be required to furnish under this agreement any items of equipment or services which are recommended or required by insurance companies, Federal, state, municipal or other authorities.

K. Any alterations, additions, adjustments or repairs made by others, unless authorized by Seller, shall terminate Seller's obligations hereunder.

L. Failure on the part of the Buyer to make payment when due shall release the Seller of its entire obligation of performance of this agreement.

6. Transfer of Ownership - Effective Date

A. In the event of sale or transfer of ownership or management of the premises at which the equipment is located, the undersigned Buyer agrees to remain liable for the total annual cost of this contract, regardless of the fact that payments may have been made monthly, unless the transferee agrees in writing to the Seller to assume the obligations under this contract of the transferor.

B. This proposal contains the entire agreement and shall become effective on the date shown in Paragraph 1, provided it has been accepted by the Buyer and approved by the Seller.

7. Additional Items

A. THE CONTRACTOR SHALL MAINTAIN LOG SHEETS IN PLASTIC SLEEVES ON SITE FOR ALL EQUIPMENT COVERED UNDER THIS CONTRACT, EXCEPT FOR THE TRANE TRACER SUMMITS. LOG SHEETS FOR THE TRACER SUMMITS SHALL BE KEPT IN A LOCKABLE METAL COMPARTMENT ON SITE.

B. THE CONTRACTOR SHALL CHECK-IN AND CHECK OUT OF THE COUNTY FACILITIES USING THE COUNTY FACILITIES MANAGEMENT HOTLINE (703.228.4422).

C. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS USED FOR PREVENTATIVE MAINTENANCE OF EQUIPMENT UNDER THIS
CONTRACT. THE MATERIALS SHALL INCLUDE BUT NOT LIMITED TO BRUSHES FOR THE CLEANING OF WATER COOLED CHILLERS, OIL FILTERS, BRUSHES FOR CLEANING OF AIR COOLED CONDENSERS, AND OIL TEST KITS.
[Seller]
Boland Trane Services, Inc.
d/b/a Boland Services

By: __________________________
    John Cain, Sales Manager

Pat Payne, Account Executive

7. Buyer's Acceptance
The above proposal is hereby accepted this ___ day of ___________ , 20___.

_____________________________________
Firm Name of Buyer

_____________________________________
Address

_____________________________________
Signature of Authorized Officer

_____________________________________
Name of Authorized Officer (Print)

_____________________________________
Title

Boland Trane Services, Inc.

Seller's Approval
Approved this 17st day of August , 2010.

Sales Manager
**SCHEDULE "A"**

**Arlington County Government:**

This schedule assumes the components of the system covered are, on the effective date of the contract, in good condition. If repairs are found necessary on initial inspection or initial seasonal start-up, repair charges will be submitted for approval. If these charges are declined, the non-maintainable items will be eliminated from Schedule A and the agreement price will be adjusted accordingly.

<table>
<thead>
<tr>
<th>MANUFACTURER</th>
<th>MODEL</th>
<th>SERIAL</th>
<th>LOCATION</th>
</tr>
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<tbody>
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<td>U040982</td>
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<tr>
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</tr>
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<td>YCD301CHH</td>
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<tr>
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</tr>
<tr>
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<td>CVHE450</td>
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<td>Detention Center</td>
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</tr>
<tr>
<td>TRANE</td>
<td>TRACER SUMMIT</td>
<td></td>
<td>Fairlington Community Center</td>
</tr>
</tbody>
</table>
FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)
This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment or minor repair which can be made in two (2) hours on site on that part of the system for which Boland Trane Services is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses or circuit breakers will not be considered emergency calls under this agreement unless Boland Trane Services has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling of components, opening of a refrigeration system, the evacuation and recharging of same in event of refrigerant loss, etc., is not included under this coverage.

START UP AND SHUT DOWN unit each spring and fall. Upon Request.
  a. Set up operating log with engineer.
  b. Log operation

MONTHLY INSPECTION of your unit during operating season. 12 Months
  a. Check and record proper operating temperatures, pressures and amperages.
  b. Adjust operating safety controls.
  c. Check operation of control circuit.
  d. Review operating log with engineer.
  e. Report to you any uncorrected deficiencies noted. Recommend updates to improve efficiency.
  f. Advise engineer on cooling tower operation.
  g. Check amp readings.
  h. Check load and unload operation.

ANNUAL MAINTENANCE SERVICE which includes the following:
  a. Leak check RTWA as required and repair minor leaks. Major leaks repaired on T&M basis.
  b. Tighten all exposed flanges.
  c. Check and calibrate safety controls.
  d. Meg RTWA motor.
  e. Tighten motor terminals.
f. Change oil filter as required. (Indicated by oil analysis)
g. Tighten oil heater leads.
h. Take oil sample and have analyzed for acid and metal content.
i. Report to you any uncorrected deficiencies noted.
j. Chemically clean oil cooler.

5. **CLEAN CONDENSER TUBES** once a year. Water cooled condensers will be rodded. Additional chemical cleaning will be billed time and material unless water treatment is provided by Boland Services.

6. **TRAINING FOR OPERATING ENGINEERS and/or PROPERTY MANAGERS**
   a. Quarterly operation and maintenance seminars. (No charge to contract customers.)
   b. Factory Training - Trane Co., LaCrosse, WI (Tuition)
   c. On-site custom training upon request. (Tuition)
CENTRAVAC
MAINTENANCE COVERAGE "A"

1. FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)
This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on site on that part of the system for which Boland is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

2. START UP & SHUT DOWN unit each Spring & Fall.
   a. Set up operating log for operating engineer.
   b. Log operation.

3. MONTHLY INSPECTION of your unit during operating season. 12 Months
   a. Check and record operating temperatures, pressures and amperages.
   b. Verify proper operation of safety controls.
   c. Verify operation of purge.
   d. Change oil in purge vacuum pumps when required.
   e. Verify proper operation of control circuit.
   f. Review operating log with engineer.
   g. Report any uncorrected deficiencies noted. Recommend upgrades to improve efficiency.
   h. Advise engineer on tower operation.

4. ANNUAL ROUTINE MAINTENANCE SERVICE which includes the following:
   a. Pressure test CenTraVac as required and report minor leaks.
   b. Tighten all exposed flanges and seal all bolts.
   c. Inspect purge system and clean purge pump, purge oil separator, and purge drum.
   d. Inspect & calibrate safety controls.
   e. Meg CenTraVac motor and oil pump motor.
   f. Check dash pot oil in main starter, tighten all starter terminals and check contacts for wear.
   g. Change oil in CenTraVac (Supplied by owner at his option based on oil analysis).
h. Tighten motor terminals.
i. Change oil filter.
j. Tighten oil heater leads.
k. Verify proper operation of vane positioner.
l. Take oil sample and have analyzed for acid and metal content.
m. Report any uncorrected deficiencies noted.

5. **CONDENSER TUBES** once per year, provided machine is flanged so that heads can be readily removed and valves are in good operating condition. (Labor only for rodding). If tubes need to be chemically cleaned, it will be done on a T&M basis.

6. **TRAINING FOR OPERATING ENGINEERS AND/OR PROPERTY MANAGERS**
a. Quarterly operation and maintenance seminars (No charge to contract customers.)
b. Factory Training - Trane Co., LaCrosse, WI (Tuition)
c. On-site customized training upon request. (Tuition)
1. **FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)**
   This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on site on that part of the system for which Boland is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

2. **SPRING AND FALL OPERATION AND MAINTENANCE SERVICE**
   **Spring Check**
   a. Check economizer operation to ensure economical operation.
   b. Check exhaust fan operation
   c. Check operation of operating and safety cooling controls.
   d. Check filters.
   **Fall Check**
   a. Check economizer operations.
   b. Check exhaust fan operation.
   c. Check operation of heating control. The check above will be made with a Trane load simulator and digital volt meter to ensure proper amp voltage, cut-in, and cut-out points.
   d. Check filters.

3. **MONTHLY MAINTENANCE SERVICE**
   a. Lubricate fan bearings.
   b. Actuate inlet vanes and linkage for movement.
   c. Check air filters and change and date. (Boland to supply filters)
   d. Check coils for obstruction and dirt.
   e. Confirm proper condensate flow.
   f. Check belts and change as required and date. (Boland will supply belts.)
   g. Confirm proper oil level.
   h. Check operation controls, safety controls, proper pressures, and temperatures.
   i. Check thermal expansion valve for proper superheat.

4. **MID-WINTER MAINTENANCE SERVICE**
   a. Check pilot flame current (gas fired).
b. Check gas operation.
c. Clean any dust and debris from the combustion fan wheel.
d. Operate (cycle) wet heat actuator.
e. Test freeze stat and check unit operation in freeze mode.
f. Examine heating coil for any accumulated debris.
g. Check all power fuses in electric heat section.
h. Check all heating contactors.
i. Check electrical connections.

5. **ANNUAL MAINTENANCE SERVICE**
   a. Review past year operation (log and lock box).
   b. Perform all items listed in Monthly inspections.
   c. Leak test all refrigerant piping.
   d. Meg compressor motors.
   e. Tighten set screws on fan assembly locking collars.
   f. Clean condensate pan and inlet guide vanes.
   g. Verify proper operation of inlet vane assembly.
   h. Inspect fan and motor controls.
   i. Check thermal expansion valve sensing bulb for proper security and insulation.
   j. Perform oil analysis for acid content and metal wear as necessary.
   k. Inspect contactor surfaces and connections.
   l. Clean condenser as required.

6. **TRAINING FOR OPERATING ENGINEERS AND/OR PROPERTY MANAGERS**
   a. Quarterly operation and maintenance seminars (No charge to contract customers.)
   b. Factory Training - Trane Co., LaCrosse, WI (Tuition)
   c. On-site customized training upon request. (Tuition)
1. **FIRST CALL ON EMERGENCY SERVICE REQUEST (24 HR)**
   This coverage includes emergency calls as required. An emergency call is defined as a diagnosis, control adjustment, or minor repair which can be made in two (2) hours on site on that part of the system for which Boland is responsible. Repairs for which the operating engineer is responsible, such as purging, pump problems, dirty strainers, blown fuses, or circuit breakers will not be considered emergency calls under this agreement unless Boland has responsibility for that component of the system which has caused the problem. Major repair labor, such as dismantling components, opening refrigeration system, evacuating and recharging same in event of refrigerant loss, etc., is not included under coverage.

2. **SPRING AND FALL OPERATION AND MAINTENANCE SERVICE**
   Spring Check
   a. Check economizer operation to ensure economical operation.
   b. Check exhaust fan operation
   c. Check operation of operating and safety cooling controls.
   d. Check filters.
   Fall Check
   a. Check economizer operations.
   b. Check exhaust fan operation.
   c. Check operation of heating control. The check above will be made with a Trane load simulator and digital volt meter to ensure proper amp voltage, cut-in, and cut-out points.
   d. Check filters.

3. **MONTHLY MAINTENANCE SERVICE**
   a. Lubricate fan bearings.
   b. Actuate inlet vanes and linkage for movement.
   c. Check air filters and change and date. (Boland to supply filters.)
   d. Check coils for obstruction and dirt.
   e. Confirm proper condensate flow.
   f. Check belts and change as required and date. (Boland will supply belts.)
   g. Confirm proper oil level.
   h. Check operation controls, safety controls, proper pressures, and temperatures.
   i. Check thermal expansion valve for proper superheat.

4. **MID-WINTER MAINTENANCE SERVICE**
   a. Check pilot flame current (gas fired).
   b. Check gas operation.
c. Clean any dust and debris from the combustion fan wheel.
d. Operate (cycle) wet heat actuator.
e. Test freeze stat and check unit operation in freeze mode.
f. Examine heating coil for any accumulated debris.
g. Check all power fuses in electric heat section.
h. Check all heating contactors.
i. Check electrical connections in the variable frequency drive.
j. Clean any dust and debris from the VFD, its heat sinks, and cooling fan.

5. **ANNUAL MAINTENANCE SERVICE**
   a. Review past year operation (log and lock box).
   b. Perform all items listed in monthly inspections.
   c. Leak test all refrigerant piping.
   d. Meg compressor motors.
   e. Tighten set screws on fan assembly locking collars.
   f. Clean condensate pan and inlet guide vanes.
   g. Verify proper operation of inlet vane assembly.
   h. Inspect fan and motor controls.
   i. Check thermal expansion valve sensing bulb for proper security and insulation.
   j. Perform oil analysis for acid content and metal wear as necessary.
   k. Inspect contactor surfaces and connections.
   l. Clean coils as required.

6. **TRAINING FOR OPERATING ENGINEERS AND/OR PROPERTY MANAGERS**
   a. Quarterly operation and maintenance seminars (No charge to contract customers.)
   b. Factory Training - Trane Co., LaCrosse, WI (Tuition)
   c. On-site customized training upon request. (Tuition)
1. **EMERGENCY SERVICE REQUEST (24 HOURS)**
   This coverage provides priority response to all emergency calls, 24 hours a day, 7 days a week, 365 days per year. This applies to equipment covered under this contract. This coverage includes emergency calls (maximum of two hours each on site) to diagnose trouble, adjust, make minor repairs, or reset controls. Major repair labor such as replacing major components, restoring system database, repairs to the whole system, etc., are not included under this coverage. Scheduled maintenance is designed to minimize the number as well as the gravity of the corrective maintenance calls and significantly enhance system reliability.

2. **MONTHLY ROUTINE INSPECTIONS**
   a. Check workstation.
   b. Check central processing unit (CPU).
   c. Check hard disk for data integrity.
   d. Make minor graphics changes to keep current with changes to the Summit system.
      (Excludes fit-outs/renovations to tenant spaces)
   e. Check color CRT.
   f. Check printer.
   g. Check alarms and review with site engineer.
   h. Review schedule and setpoints in software.
   i. Check communication links.
   j. Verify modem operation.
   k. Run diagnostic check on Summit panel and advise if any problems are found.
   l. Check Volatile memory available. Check Processor idle time. Check Non volatile memory available.
   m. Provide minor programming changes as requested.
   n. Chiller Reports - Review with customer (note any abnormalities), printout and/or archive to disk.
   o. Back up Tracer Summit database and Summit workstation programs.

3. **ANNUAL SCHEDULED MAINTENANCE SERVICE - INCLUDES THE FOLLOWING IN ADDITION TO THE ROUTINE INSPECTION ITEMS:**
   a. Clean console and cabinet.
   b. Record voltages AC and DC on CPU.
   c. Tighten all terminals at Tracer Summit panels.
   d. Check power supply voltages and loose connections.
e. Printer
   1. Vacuum printer
   2. Clean ribbon guide posts.
   3. Install customer’s new ribbon
   5. Run self test.

f. Evaluate and Reset the BCU Diagnostic Array

Evaluate and Report the results of the following diagnostics:
   Number of power failures and restarts since RAM was cleared.
   Number of Interrupted Power Critical Regions.
   Number of ETHERNET reconfigurations.
   Number of ETHERNET aborted transmissions.
   Number of ETHERNET receive disables (out of buffers).
   Number of ETHERNET messages retransmitted.
   Number of ETHERNET good transmissions modulo 65536.
   Number of ETHERNET good transmissions divided by 65536.
   Number of ETHERNET good receives modulo 65536.
   Number of ETHERNET good receives divided by 65536.
   Number of EEPROM re-tried writes.
   Number of unexpected BACnet replies
   Number of BACnet Reject PDUs sent
   Number of UCM channel 1 reinit
   Number of UCM channel 2 reinit
   Number of UCM channel 3 reinit
   Number of memory blocks outstanding.
   Paragraphs of memory remaining.
   Minimum paragraphs of memory encountered.
   Number of failing memory requests
   Maximum number of paragraphs.
   Number of SV memory blocks outstanding.
   Number of COM1 false interrupts.
   Number of COM1 receive bytes in FIFO.
   Number of DCD transitions.
   Number of NO DCD transitions.
   Any other Async related errors from Rx handler.
   (The following five counters are not used on version 4.0 or 4.1)
   Paragraphs of SV memory remaining.
   Minimum paragraphs of SV memory encountered.
   Number of failing SV memory requests.
   Maximum number of SV paragraphs.
   Analog channel 0 (raw value of Universal input 1)
   Analog channel 1 (raw value of Universal input 2)
   Analog channel 2 (+5 ANAVCC, 2504 to 3064, nominal 2784)
   Analog channel 3 (+5 VCC, 2504 to 3064, nominal 2784)
   Analog channel 4 (Vunreg+, 2636 to 3164, nominal 2644)
   Analog channel 5 (Vunreg+, 2636 to 3164, nominal 2644)
   Analog channel 6 (-5, 2104 to 2432, nominal 3892)
Analog channel 7 (-12, 3100 to 3240, nominal 3532)
Analog channel 8 (Vunreg-, 3576 to 3908, nominal 3800)
Analog channel 9 (+12, 3132 to 3404, nominal 3265)
Analog channel 10 (VPP, 0000 to 1496, nominal 136)
Analog channel 11 (ref2, 2028 to 2068, nominal 2048)
Number of UCM channel 1 NAKs
Number of UCM channel 2 NAKs
Number of UCM channel 3 NAKs

h. Control Devices
i. UPCM/PCM/TCM/MP581/AH541:
   - Verify that equipment is being controlled at the appropriate values
   - Change one set point value, verify smooth transition and stable control at the new set point.
   - Return set point to original value
   - Repeat for each additional control loop.
   - Verify that controlled values and dampers will stroke fully in both directions, sealing tightly where appropriate.
   - Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

ii. Self-Contained A/C Unit Control Modules
   - Verify that UCM is in control at the desired value(s).
   - Change one set point value, verify smooth transition and stable control at the new set point.
   - Return set point to original value.
   - Repeat for each additional control loop, if any.
   - Verify that controlled values and dampers will stroke fully in both directions sealing tightly where appropriate.
   - Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

iii. ZN.5##, MP.50#
    - Verify that the UCM is in stable control of the desired values(s).
    - Where controller performance is in question,
    - Change set point values. Verify smooth stable control at the new value.
    - Return set point to original value.
    - Verify the proper operation of critical control processes and points associated with this unit. Make adjustments as necessary.

iv. VAV Box UCM (OPTIONAL)
    - Verify that the UCM is in stable control of the desired values(s).
    - Where controller performance is in question,
    - Change set point values. Verify smooth stable control at the new value.
    - Return set point to original value.
    - Verify the proper operation of critical control processes and points associated with this unit. Make adjustments as necessary.
v. As Required (Optional)
   • Verify and/or calibrate other points associated with these [partial sentence]
   • maintenance is indicated.

4. TRAINING FOR OPERATING ENGINEERS AND/OR PROPERTY MANAGERS
   a. Local operation and maintenance seminars (discounted tuition)
   b. Factory training - Trane Company, La Crosse, Wisconsin (excludes tuition, travel, room & board)
   c. On-site training scheduled by Buyer in addition to inspection service (2 hours each quarter).