

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

NOTICE OF CONTRACT AMENDMENT

TO: Boland  
30 West Mill Road  
Gaithersburg, Maryland 20878

DATE ISSUED:

January 30, 2020

CONTRACT NO:

15-JLP-023-US Communities  
Job #37-200035-20-002

CONTRACT TITLE:

HVAC, Plumbing, Products,  
Services

**THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 15-JLP-023 (Us Communities Job #37-20035-20-002) including any attachments or amendments thereto.

**EFFECTIVE DATE:** January 1, 2020

**EXPIRES:** September 30, 2020

**COMMODITY CODE(S):** 96100

**LIVING WAGE:** Y or N

**ATTACHMENTS:**

AMENDMENT No. Two (0002)-See Attachment Boland Quotation dated January 16, 2020

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** Sean Boland, Jr.

**VENDOR TEL. NO.:**

(240) 306-3298

**EMAIL ADDRESS:** sean.boland.jr.@boland.com

**COUNTY CONTACT:** Lauri Brown

**COUNTY TEL. NO.:**

(703) 228-3298

**COUNTY CONTACT EMAIL:** lbrown@arlingtonva.us

**PURCHASING DIVISION AUTHORIZATION**

**SIGNATURE:**



**Date:**

2-3-20

**CONTRACTOR SIGNATURE:**

**SIGNATURE:**



**Date:**

2/3/2020

# BOLAND

30 West Watkins Mill Road ■ Gaithersburg, MD 20878  
 Office: 240-306-3226 ■ Cell: 240-876-2346 ■ Fax: (240) 306-3400  
 www.boland.com ■ Email: pat.payne@boland.com

DATE: January 16, 2020

**PRESENTED TO:**  
 Arlington County DHS  
 2100 Wilson Blvd.  
 Arlington, Virginia 22204

**JOB LOCATION:**  
 Sequoia Plaza I - 2100 Washington Blvd.  
 Sequoia Plaza II - 2110 Washington Blvd.  
 Sequoia Plaza III - 2120 Washington Blvd.

**TERM:** 12 Months from January 1, 2020 to September 30, 2020

**PRICE:** \$54,089.64 Per year

**PAYABLE IN INSTALLMENTS OF:** \$4,507.47 per Month

DESIGNATOR:	MANUFACTURER:	MODEL NUMBER:	SERIAL NUMBER:	COVERAGES:
Sequoia Plaza I				
AC-B3	STULTZ	OHS-24-HG-FC	TBD	Standard
AC-1A	STULTZ	OHS-40-HG-FC	TBD	Standard
AC-1B	STULTZ	OHS-24-HG-FC	TBD	Standard
AC-2A	STULTZ	OHS-24-HG-FC	TBD	Standard
AC-2B	STULTZ	OHS-40-HG-FC	TBD	Standard
AC-3A	STULTZ	OHS-24-HG-FC	TBD	Standard
AC-3B	STULTZ	OHS-40-HG-FC	TBD	Standard
AC-4A	STULTZ	OHS-24-HG-FC	TBD	Standard
AC-4B	STULTZ	OHS-40-HG-FC	TBD	Standard
	LIEBERT	TBD	TBD	Standard
	TBD	TBD	TBD	Standard
AC-B1	TBD	ACG-180-4-HGO	TBD	Standard
AC-B2	FHP	ECO	TBD	Standard
AC-C1	FHP	ECO	TBD	Standard
Sequoia Plaza II				
AIR HANDLER 3RD FLOOR	LIEBERT	MMD12E7PH	Y15BB17093	Standard
CONDENSER 3RD FLOOR	LIEBERT	PFH014A-PL7	Y15BG16100	Standard
Sequoia Plaza III				
AIR HANDLER 4TH FLOOR	LIEBERT	MMD12E7PH	Y157B171	Standard
CONDENSER 4TH FLOOR	LIEBERT	PFH014A-PL7	Y15BG16095	Standard

# BOLAND

AIR HANDLER 3RD FLOOR	LIEBERT	MMD12E7PH	Y15BB17091	Standard
CONDENSER 3RD FLOOR	LIEBERT	PFH014A-PL7	Y15BG16098	Standard
AIR HANDLER 2ND FLOOR	LIEBERT	MMD12E7PH	Y15BB17092	Standard
CONDENSER 2ND FLOOR	LIEBERT	PFH014A-PL7	Y15BG16097	Standard
AIR HANDLER 1ST FLOOR	LIEBERT	MMD12E7PH	Y15BB170904	Standard
CONDENSER 1ST FLOOR	LIEBERT	PFH014A-PLC	Y15CG16102	Standard
OUTSIDE AIR	CAPTIVE AIRE	A1-E.354-G10	TBD	Standard
EXHAUST FAN	COOK	135 ACRU 135	143SF65608-00	Standard
EXHAUST FAN	COOK	135 ACRU 135	143SF65603-00	Standard
EXHAUST FAN	COOK	135 ACRU 135	TBD	Standard
EXHAUST FAN	COOK	135 ACRU 135	TBD	Standard
ROOFTOP	AAON	RN-008-3-0-E799	201503-ANCH09373	Standard
ROOFTOP	TBD	TBD	TBD	Standard

**INTELLIGENT SERVICES OFFERING INCLUDED:** None

## CLARIFICATIONS:

This work is proposed in accordance with US Communities contract # 15-JLP-023 (HVAC and/or PLUMBING PRODUCTS & SERVICES).

US Communities Job # 37-20035-20-002

## **SCOPE OF WORK**

### **COMPUTER ROOM UNITS – MAINTENANCE COVERAGE**

**OPERATING INSPECTION** of your unit. 9 Inspections per year

- Check operating pressures and temperatures.
- Check and calibrate operating safety controls.
- Check oil level in crankcase. (if applicable)
- Check fan belt tension and sheaves.
- Lubricate fan bearings.
- Check air filters as required. (Owner will keep supply on hand)
- Check and clean humidifier.
- Check operation and report any uncorrected deficiencies noted.

### **COMPREHENSIVE ANNUAL INSPECTION**

- Leak test units as required.
- Check and calibrate safety controls.
- Visibly check all contactors.
- Tighten motor terminals.
- Meg compressor.
- Check oil and add as required.
- Check fan belts and replace if required. (Owner will keep supply on hand)

### **CONDENSER OR DRYCOOLER**

- Condenser - Cleaning occurs 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 will be done on a T&M basis.
- Dry Cooler – Dry Cooler coil will be cleaned once per contract period.

### **PACKAGED ROOFTOP – MAINTENANCE COVERAGE**

**OPERATING INSPECTION** of your unit. 9 Inspections per year

- Check operation controls, safety controls, proper pressure and temperatures.
- Check economizer and exhaust fan operation.
- Check operation of heating control.
- Check filters.
- Lubricate fan bearings.
- Actuate inlet vanes and linkage for movement. (if applicable)
- Check Variable Frequency Drive. (if applicable)
- Check air filters and change as required. (Owner will keep supply on hand.)
- Check coils for obstruction and dirt.
- Confirm proper condensate flow.
- Check belts and change as required. (Owner will keep supply on hand.)
- Confirm proper oil level.
- Check thermal expansion valve for proper superheat.
- Check pilot flame current (gas fired).
- Check gas operation.

- Clean any dust and debris from the combustion fan wheel.
- Check all power fuses in electric heat section.
- Check all heating contactors.

## **COMPREHENSIVE ANNUAL INSPECTION**

- Review past year operation (log and lock box).
- Perform all items listed in quarterly inspections.
- Leak test all refrigerant piping.
- Meg compressor motors.
- Tighten set screws on fan assembly locking collars.
- Clean condensate pan.
- Clean variable frequency drive heat sink. (if applicable)
- Verify proper operation of inlet vane assembly. (if applicable)
- Inspect fan and motor controls.
- Check thermal expansion valve sensing bulb for proper security and insulation.
- Perform oil analysis for acid content and metal wear as necessary.
- Inspect contactor surfaces and connections.
- Clean condenser once per contract period.

## **EXHAUST FAN – MAINTENANCE COVERAGE**

**OPERATING INSPECTIONS** of your unit. 9 Inspections per Year.

- Lubricate fan bearings.
- Actuate linkage for movement. (if applicable)
- Lubricate actuator. (if applicable)
- Check fan wheel rotation.
- Check fan motor.
- Check operation and safety controls.
- Tighten all screws on fan assembly locking collars.

## **COMPREHENSIVE ANNUAL INSPECTION**

- Lubricate fan bearings.
- Actuate linkage for movement. (if applicable)
- Lubricate actuator. (if applicable)
- Check fan wheel rotation.
- Check belts and change as required. (if applicable)
- Check fan motor.
- Check operation and safety controls.
- Tighten all screws on fan assembly locking collars.
- Check clearances of wheel and housing.
- Check housing for any damage.

## Terms & Conditions

### 1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts:

(a) Standard Coverage includes labor for scheduled services as outlined in the scope of work. Full Service Coverage includes parts and labor for repairs, subject to the exclusions in section 4.

(b) For Full Service Contracts, Boland will provide recommended repair proposals after the first running inspection. Completion of these repairs is a prerequisite for repair coverage under the contract.

(c) To be eligible for Full Service Coverage, Centrifugal Chillers must have undergone an R'Newal or overhaul within the previous 10 years. Absorption Chillers must have undergone an overhaul within the last 5 years. All chillers must have a satisfactory lube analysis within the previous 3 years.

1.4 Assignment/Transfer of Ownership.

This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection.

Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement.

All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially from expected conditions and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

### 2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of invoice. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements.

As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

## Terms & Conditions

### **2.4 Emergency Services.**

Unless otherwise specified in the Proposal, Customer will be responsible for additional invoices for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

### **3. Warranty**

**3.1** Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

**3.2** Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

### **4. Exclusions**

#### **4.1 Warranty Exclusions.**

The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

**4.2** Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

#### **4.3 Force Majeure.**

Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;

## Terms & Conditions

- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

### 5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure of any person or property to hazardous conditions and/or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

### 6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposition of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

### 7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work.



## **Terms & Conditions**

Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 179D of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 179D beneficiary.