

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

CONTRACT AWARD COVERPAGE

<b>TO:</b> BOLAND TRANE SERVICES, INC.	DATE ISSUED:	<u>4/1/2021</u>
30 W WATKINS MILL ROAD	CONTRACT NO:	<u>21-DES-SS-473</u>
GAITHERSBURG, MARYLAND 20878	CONTRACT TITLE:	<u>BOLAND MAINTENANCE</u>

**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.**


The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-SS-473 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 4/1/2021  
**EXPIRES:** 3/31/2022  
**RENEWALS:** NO RENEWALS  
**COMMODITY CODE(S):** 91450  
**LIVING WAGE:** N

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

<u>VENDOR CONTACT:</u> PAT PAYNE	<u>VENDOR TEL. NO.:</u>	<u>(240) 306-3226</u>
<u>EMAIL ADDRESS:</u> PAT.PAYNE@BOLAND.COM		
<u>COUNTY CONTACT:</u> TSEHAY LIGHTFOOT (DES-FMB)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-7593</u>
<u>COUNTY CONTACT EMAIL:</u> TLIGHTFOOT@ARLINGTONVA.US		

**PURCHASING DIVISION AUTHORIZATION**

	Procurement officer	3/26/2021
<small>5D2342428F9D4B4...</small>	Title	Date

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

**AGREEMENT NO. 21-DES-SS-473**

THIS AGREEMENT is made, on the date of execution of the Agreement, between Boland Trane Services, Inc., 30 West Watkins Mill Road, Gaithersburg, Maryland 20878 (“Contractor”) a Maryland corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Pricing
- Exhibit C – Maintenance Agreement

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 party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the “Work”), more particularly described in the Scope of Work. The primary purpose of the Work is to provide maintenance coverage for County owned Boland equipment. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor’s responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. Work under this Agreement will commence on April 1, 2021 All work defined in Attachment A, must be completed no later than March 31, 2022. No work will be deemed complete until it is accepted by the County’s Project Officer.

**5. CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in Exhibit B at the prices provided.

## **6. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

## **7. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

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

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section 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.

## **8. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

## **9. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**10. COUNTY PURCHASE ORDER REQUIREMENT**

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

**11. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its Proposal.

**12. WARRANTY**

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

**13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

**14. DAMAGE TO PROPERTY**

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

**15. CLEANING UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from

the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

**16. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS**

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

**17. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

**18. HAZARDOUS MATERIALS**

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

**19. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL**

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records: The Contractor shall report in writing to the EPA Region III office within forty-five (45) days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

**20. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

**21. SAFETY**

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

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

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

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

**22. FAILURE TO DELIVER**

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

**23. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**24. PROJECT STAFF**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

**25. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

**26. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**27. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**28. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**29. SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**30. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. 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 them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30



days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

#### B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

### **31. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by

the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**32. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**33. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**34. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

The provisions of this section will survive any termination or cancellation of this Contract.

**35. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**36. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its Proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**37. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**38. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**39. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**40. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**41. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**42. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**43. AUDIT**

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years

after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**44. ASSIGNMENT**

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

**45. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**46. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**47. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

**48. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**49. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**50. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**51. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**52. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**53. 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.

**54. ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**55. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**56. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**57. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**58. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

Pat Payne  
Boland Trane Services, Inc.  
30 West Watkins Mill Road  
Gaithersburg, Maryland 20878

**TO THE COUNTY:**

Tsehay Lightfoot, Project Officer  
Arlington County, Virginia  
1400 N Uhle Street, Suite 601  
Arlington, VA 22201

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB

Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**59. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**60. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**61. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**62. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's 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 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).

- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

### **63. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.



WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

DocuSigned by:  
AUTHORIZED SIGNATURE: Lucas Alexander  
5D2342428F9D4B4...

NAME: Lucas Alexander

TITLE: Procurement Officer

DATE: 3/26/2021

BOLAND TRANE SERVICES, INC.

DocuSigned by:  
AUTHORIZED SIGNATURE: Sean Boland  
7E13F10A92B94E9...

NAME: Sean Boland

TITLE: President

DATE: 3/22/2021

## EXHIBIT A – SCOPE OF WORK

### CENTRIFUGAL CHILLER – MAINTENANCE COVERAGE

**OPERATING INSPECTION** of your unit. 5 Inspections per Year.

- Check and record operating temperatures, pressures and amperages.
- Verify proper operation of safety controls.
- Verify operation of purge.
- Verify proper operation of control circuit.
- Review operating log with engineer.
- Report any uncorrected deficiencies noted.
- Recommend upgrades to improve efficiency.
- Advise engineer on tower operation.

### **COMPREHENSIVE ANNUAL INSPECTION**

- Pressure test CenTraVac as required and report minor leaks. (R22 and R134a Chillers ONLY)
- Tighten all exposed flanges and seal all bolts.
- Inspect purge system.
- Change purge filter driers/cores.
- Inspect & calibrate safety controls.
- Meg CenTraVac motor and oil pump motor.
- Take oil sample and have analyzed for acid and metal content.
- Change oil in CenTraVac if required by results by oil analysis (Supplied by owner at his option).
- Tighten motor terminals.
- Change oil filter.
- Tighten oil heater leads.
- Replace refrigerant monitor filters. (Supplied by owner at his option).
- Report any uncorrected deficiencies noted.

### **CONDENSER TUBES**

- 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, it will be done on a T&M basis.

### **HELICAL – MAINTENANCE COVERAGE**

**OPERATING INSPECTION** of your unit. 5 Inspections per Year.

- Check and record operating temperatures, pressures and amperages.
- Adjust operating safety controls.
- Check operation of control circuit.
- Check load and unload operation.
- Review operating pressures and temperatures.
- Check fans for clearance and for obstructions
- Check and verify separate 120 volts is present for evaporator heaters.
- Report any uncorrected deficiencies noted.
- Recommend upgrades to improve efficiency.

**ANNUAL ROUTINE MAINTENANCE SERVICE** which includes the following:

- Perform all operating inspection tasks.
- Pressure test unit as required and repair minor leaks. Major leaks repaired on T&M basis.
- Tighten all exposed flanges.
- Meg compressor motor.
- Tighten motor terminals.
- Change oil filter as required.
- Test AFD cooling fluid Ph level. (if applicable)
- Take oil sample and have analyzed for acid and moisture content.
- Check and clean units water strainers. (if applicable)
- Report any uncorrected deficiencies noted.
- Recommend upgrades to improve efficiency.

**WATER COOLED CONDENSERS**

- To be performed (1) time per year, if piping doesn't have to be removed (Labor for rodding only). If additional cleaning is required, this will be performed at T&M rate.

**PACKAGED ROOFTOP – MAINTENANCE COVERAGE**

**OPERATING INSPECTION** of your unit. Number of Inspections per Year Varies by Location per Owner  
Notes

- 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.

### **BOILERS – MAINTENANCE COVERAGE**

#### **COMPREHENSIVE ANNUAL INSPECTION**

- Perform all Operating Inspections items
- Check all limits, flame failure control programmer, and low water. (Materials extra)
- Check flue gas temperature at boiler outlet to determine if boiler needs cleaning.
- Check operation of Condensate Neutralization System. (if applicable)
- Make necessary adjustments to maintain combustion efficiency.
- Check CO, O<sub>2</sub>, CO<sub>2</sub>, NO<sub>X</sub>. Give written Report.
- Open fire side. (Clean and repair if needed extra).
- Make necessary adjustments to maintain combustion efficiency.
- Check all electrical connections; tighten as required. Replace any defective wiring.
- Check all limits, flame failure control programmer, and low water. (Materials extra)
- Leak check gas train and report findings.
- Report to you any uncorrected deficiencies noted. Recommend updates to improve efficiency.

### **VARIABLE REFRIGERANT FLOW SYSTEM – MAINTENANCE COVERAGE**

#### **OPERATING INSPECTION** of your unit. 6 Inspections per Year.

- Record operational runtime capture of equipment and assess the systems overall condition.
- Visual inspection of outdoor unit for signs of leaks or electrical component failure.
- Visual inspection of indoor unit for signs of leaks or electrical component failure.
- Visual inspection of filters, clean as necessary.
- Provide electronic leak detection inspection of outdoor unit valves, indoor unit connections, Mode Control Unit connections. (BS/BC/MCU/etc.)
- Pull and clean with vacuum all lifetime filters.
- Pull and replace all disposable filters. (Owner to supply)
- Blow out condensate lines for all indoor units.
- Connect to all system controllers/gateways and ensure stable communication; review history logs for faults.
- Create program backup of controller.

### **COMPREHENSIVE ANNUAL INSPECTION**

- Record operational runtime capture of equipment and assess the systems overall condition.
- Provide electronic leak detection inspection of outdoor unit valves, indoor unit connections, Mode Control Unit connections
- Pull and clean with vacuum all lifetime filters.
- Pull and replace all disposable filters. (owner to Supply)
- Blow out condensate lines for all indoor units.
- De-energize Outdoor unit and clean coils.
- Connect to all system controllers/gateways and ensure stable communication; review history logs for faults.
- Create program backup of controller.

**NOTE:** Free and clear accessibility required for maintaining and servicing all indoor units.

### **REFRIGERANT MONITORS – MAINTENANCE COVERAGE**

#### **COMPREHENSIVE ANNUAL INSPECTION**

- **Review Control Panel Set Point.**
- Correct Date and Time.
- Review Alarm Log.
- Clean Optical Bench.
- Replace Internal and External Filters.
- Replace Charcoal Filter.
- Check voltage output/input for main PC board.
- Check voltage output/input for control PC board.
- Calibrate monitor per specs.
- Check Unit's Calibration with Sample Gas.
- Simulate an Alarm Condition and Check all External Alarms.

### **CONTROL SYSTEM MONITORING AND ANALYSIS**

Boland will provide the necessary labor to evaluate, maintain and trend the system performance and efficiency.

#### **1. BOLAND APPLIED INSIGHTS CONSULTATION**

- Bi-Annual or Quarterly Consultation Report to provide holistic view of building activity and insights
- Identify and evaluate potential causes of underperforming systems or devices
- Identify and evaluate potential causes of energy penalties associated with building operation and equipment
- Provide repair quotes as requested (monetize and track energy savings as applicable)
- Asset planning to reduce unplanned expenditures, downtime

#### **2. INSPECTIONS (Onsite)**

- Includes 1 (one) Annual onsite inspection
- Includes 5 (five) Monthly onsite inspections

- Inspection of control hardware and physical wiring connections
- Review of alarms, overrides and sequences of operation to find areas in need of revision

### **3. EMERGENCY SERVICES**

Customer will be responsible for additional invoices for any emergency services provided by Boland that are identified as an emergency by the Project Officer. Boland will charge time and a half for work that is requested or reasonably necessary to be performed outside of Boland's regular business hours of 7 a.m. – 5 p.m. Monday through Friday or on Saturday. Boland will charge double for work on Sunday and holidays.

### **4. CONDITIONS & CLARIFICATIONS:**

- Connectivity requires connection to Customer's network on the subnet where the Building Automation System resides, and open, outbound ports to the designated Trane IP address or router installed by Boland.
- Improvement recommendations outside of this scope of preventative maintenance will be quoted separately.

**EXHIBIT B - PRICING**

**PRESENTED TO:**

Arlington County VA Office  
 1400 Uhle St., #601  
 Arlington, Virginia 22201

**JOB LOCATION:**

*\*Multiple Locations  
 Listed Below*

USC Job #37-20035-20-078

Boland Job #52584

12 Months from February 1, 2021 to January 31, 2022

192,433.86 Per year

\$16,036.16 per Month

DESIGNATOR:	MANUFACTURER:	MODEL NUMBER:	SERIAL NUMBER:	COVERAGES:
	Arlington Detention Center			
CA1	Trane	CVHE 045GA	L10F03370	Standard
CA2	Trane	CVHE 045GA	L10H04340	Standard
R1	Trane	RMWE	TBD	Standard
Refrig. Monitor	Trane	RMWE	L14J03963	Standard
	Arlington Mill Community Center			
D1	Trane	RTWD	U12J04145	Standard
D2	Trane	RTWD150F2B	U12J04144	Standard
E01	Trane	BMUC400A	E12J66420	Standard
AHU-6	Trane	CSAA014UBC00	K12G67128	Standard
AHU-7	Trane	CSAA014UBC00	K12G67158	Standard
Refrig. Monitor	Trane	RMWERP411D0100	L12J03524	Standard
	Argus House			
VRF Outdoor	Trane	4TVR0072B300NB	1317S1133x	Standard
VRF Outdoor	Trane	4TVR0096B300NB	1507S1019x	Standard
VRF Outdoor	Trane	4TVR0144B300NB	1502S1089x	Standard
VRF Indoor	Trane	4TVA0076B100NB	TBD	Standard
Tracer SC	Trane	BMSC	E14K93519	Standard

	Farlington Community Center			
EA1	Trane	BMTX001AAB001	E07H0781	Standard
EA2	Trane	BMTM MP581	E07H50515	Standard
RTU1	Trane	YCH600	C077E05242	Standard
RTU2	Trane	YCH480	C07E05243	Standard
RTU3	Trane	YCH330	C07E05244	Standard
M13	Trane	RAUCC	TBD	Standard
M04	Trane	TBD	TBD	Standard
	Fire Station #1 - Arlington County			
Tracer SC	Trane	BMSC	TBD	Standard
RTU1	Trane	YCH067E3RHA	150413144L	Standard
RTU2	Trane	YCH037E3RHA	150310082L	Standard
RTU3	Trane	YCH047E3RHA	150412943L	Standard
RTU4	Trane	YCH047E3RHA	150412963L	Standard
RTU5	Trane	YCH047E3RHA	150412983L	Standard
RTU6	Trane	YCH037E3RHA	150310066L	Standard
RTU7	Trane	YCH037E3RHA	150310098L	Standard
	Fire Station #3 - Arlington County			
Tracer SC	Trane	BMSC	E14F60636	Standard
	Fire Station #5 - Arlington County			
Tracer SC	Trane	BMSC	E14F60636	Standard
	Fire Station #6 - Arlington County			
Tracer SC	Trane	BMSC	TBD	Standard
	Fire Station #9 - Arlington County			
E2 - Tracer SC	Trane	BMUC400A	E13K61502	Standard



E1 - Tracer SC	Fire Training Center Arlington			
	Trane	BMSC000AAA0110	E13K61502	Standard
	Glen Carlyn Library			
Tracer SC	Trane	BMSC	E15E30694	Standard
	Parks and Recreation Center			
D01	Trane	RTWA0704	U04L09082	Standard
E01	Trane	BMTX	E05J73690	Standard
Refrig. Monitor	Trane	RMWERP411D0100	L05H03628	Standard
	RPC			
Tracer SC	Trane	BMSC	E13G40997	Standard
Boiler	Viessmann	CM2-246	7499085400174.00	Standard
Boiler	Viessmann	CM2-246	7499085400176.00	Standard
Air Cooled Chiller	Trane	CGAM 052F 2R03	U18L71696	Standard
	Shirlington Library			
D01	Trane	RTWA 1004YH	U05F01412	Standard
D02	Trane	RTWA 1004YH	U05F01413	Standard
M-1	Viessmann	VSB-28	7459306	Standard
M-2	Viessmann	VSB-28	7450405	Standard
Refrig. Monitor	TBD	TBD	TBD	Standard
	Westover Library			
Controls RTU	Trane	BMTX001AAB001	E09C51845	Standard
	Trane	YCH600A4H	C08J09339	Standard
	WETA Bldg. Arlington County			
E01	Trane	BMTW	E01E07196	Standard
R01	Trane	TCD180G3R0A	201910862D	Standard
R02	Trane	TCD150G3R0A	201910859D	Standard
R03	Trane	SAHF C60E0Y56C	C20D02602	Standard

Tracer SC RTU	ArtBus Trane Trane	BMTS YHC036E4RXA1RD	TBD 162610001L	Standard Standard
Tracer SC VRF	Tractor Barn Trane Trane	BMSC TRV	E14F60636 172951003	Standard Standard
Tracer SC	Transitional Living Program Trane	BMSC	E15E30694	Standard
Tracer SC Chiller Chiller Refrig. Monitor	Court Police Trane Trane Trane Halogard	BMSC CVHE570 CVHE570 171-113+ALS(3)	TBD L18J04104 L18J04105 6652-6652	Standard Standard Standard Standard
Boiler Boiler Chiller Chiller Chiller Chiller Chiller Chiller	Central Library Viessmann Viessmann Arctichill Arctichill Arctichill Arctichill Arctichill Arctichill	CM2620 CM2620 PWCCMV0500D4-M PWCCMV0500D4-M PWCCMV0500D4-M PWCCMV0500D4-M PWCCMV0500D4-M PWCCMV0500D4-M PWCCMV0500D4-M	7513668700473 7513668700477 A139053712 A138053212 A139053612 A139053412 A139053512 A139053312	Standard Standard Standard Standard Standard Standard Standard Standarsd
Air Cooled Chiller	Arlington Arts Trane	CGAM 060A 2W02	U20G82060	Standard
Tracer SC RTU-1 RTU-2 RTU-3	Aurora Hills Trane Trane Trane Trane	BMSC YZH210F3RV-0EC YZH210F3RV-0EC YZH210F3RV-0EC	TBD 191810492D 191810491D 191810506D	Standard Standard Standard Standard

Tracer SC Boiler Chiller Chiller	Court Square West  Trane Viessmann Trane Trane  Quincy II  Trane Trane	BMSC VITOCROSSAL 300 TBD TBD	TBD 7745191900049100 TBD TBD  TBD 194210165D	Standard Standard Standard Standard  STandard Standard
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**INTELLIGENT SERVICES OFFERING INCLUDED:** None

**CLARIFICATIONS:**

This is the first Contract with (4) four additional option years available to the Owner.

## **EXHIBIT C – MAINTENANCE AGREEMENT**

### **1. WARRANTY**

- 1.1 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.
- 1.2 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.

### **2. EXCLUSIONS**

#### 2.1 Warranty Exclusions

The following exclusions shall void any warranty otherwise in place:

- 2.1.1 Corrosion or other deterioration resulting from forces not within Boland's control;
  - 2.1.2 Substitution of materials for any reason including, but not limited to, government regulations;
  - 2.1.3 Failure to properly operate equipment according to the manufacturer's Installation Operation, and Maintenance Manual;
  - 2.1.4 Failure to supply adequate power to the equipment; and/or
  - 2.1.5 Repair or any alteration made by anyone other than Boland.
- 2.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:
    - 2.2.1 Any item set forth in Section 4.1;
    - 2.2.2 Normal day-to-day operation of the equipment;
    - 2.2.3 Maintenance and repair of ancillary equipment; and/or
    - 2.2.4 Equipment failure, except where damages are directly due to the sole negligence of Boland.

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

**3. LIMITATION OF LIABILITY**

3.1 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. Except for Boland's intellectual property indemnification obligations, any liability in the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

**4. ENERGY POLICY ACT DESIGN ALLOCATION**

4.1 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, and any tax benefit associated with the Work.

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.