



MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this date, 3-14-2016, by and between

Caroline County, hereinafter called the "Client" and Mid-Atlantic Controls Corporation hereinafter referred to as "Mid-Atlantic Controls", Provides maintenance services for the Building Automation and Direct Digital Control System (BAS/DDC) described herein in the terms and conditions (Schedule I).

A. Building(s) covered by the Agreement:

Administrative Office	County Courthouse	Community Center
212 East Main Street	111 Ennis Street	17202 Richmond Turnpike
Bowling Green, VA 22427	Bowling Green, VA 22427	Milford, VA 22514

B. Terms of this Agreement:

Commencing on 04/01/2016 and continuing for three (3) calendar years.

C. Service Fee Schedule:

BILLED QUARTERLY (4) TIMES PER YEAR. TERMS ARE THIRTY (30) DAYS NET.

TOTAL ANNUAL PRICE: \$4,320.00 (QUARTERLY PAYMENTS OF \$1,080.00)

Payment shall be monthly, in advance.

NOTICES: Any notices required to be given pursuant to this Agreement shall be sufficient if sent in writing by the parties by registered or certified mail, postage prepaid, to the address below:

Mid-Atlantic Controls Corporation
8511 Oak view Avenue
Richmond, Virginia 23228





SCHEDULE I

MAINTENANCE AGREEMENT

Terms and Conditions

1. AGREEMENT COVERAGE AND CHARGES:
 - a. For the annual Agreement amount, Mid-Atlantic Controls agrees to provide technical support, on site assistance to, calibrate, tune, and maintain the equipment described herein in proper operating condition. This Agreement includes telephone diagnostics and assistance to the onsite preventative maintenance as required to maintain the system in accordance with manufacturer's instructions/recommendations.
 - b. Operator alarms will be checked to verify operation and annunciation to the proper location(s) as required.
 - c. The Central Processing Unit database will be maintained such that the disk operating systems and related input/output destination drives are optimized, properly archived on a regular basis, and backup copies made and stored in a safe location. All communication ports and set-up configurations will be checked and adjusted as necessary for optimum communication speeds.
 - d. All field input/output digital controllers will be checked; memory backed up internally and externally, and verified to be operating properly.
 - e. All Jace operating programs will be checked for operation, optimized in terms of use and speed, and verified to work properly. All programs will be backed up externally and locally.
 - f. User graphics/displays will be modified as required to display information in the manner most useful to the owner/operators.
 - g. **Technical Services will perform these planned and scheduled maintenance checks for 8 hours 6 times per year on site for a total of 48 hours annually. Our technician(s) will also address any user problems or complaints during those visits if time permits within the scope of scheduled maintenance procedures.**
 - h. Technical Services will periodically monitor the referenced system through a telephone connection and provide advice/assistance when necessary to address alarm conditions /situations as required.



- i. Emergency call service, when required, will be provided by Mid-Atlantic Controls during the normal working hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays in accordance with our standard rates in effect at the time of service. Trouble will be investigated first through the telephone connection to help determine if they are software or hardware related. A technician will be sent to the job site for problems, which cannot be remedied by telephone.
- j. After hours emergency service will be performed in accordance with our standard service rate policy attached.
- k. All service/repair requests will be answered or addressed within four hours of the initial call.

2. ACCESS:

Subject to the Client's security policy, Mid-Atlantic Controls shall have free access to the equipment to provide the services described herein. Failure to obtain access to equipment when necessary, which in the opinion of Mid-Atlantic Controls, results in excessive expenditure of time and travel expenses, will result in additional charges at current service rates.

3. EXCLUSIONS:

- Overtime premiums for emergency service are to be paid by the Client.
- Parts are not included but will be sold to customer at a discount off of list price.

4. GENERAL PROVISIONS:

Mid-Atlantic Controls' furnishing of equipment maintenance does not include the assumption of Mid-Atlantic Controls of liability for labor, expense, or material necessary to repair damage to the equipment caused by accident, negligence, or abuse by client, including failure to maintain environmental conditions, or arising from acts of third person, attachment of any equipment not authorized by Mid-Atlantic Controls or alterations of equipment, floods or windstorms, or any other acts of God. Such repairs or alterations will be rendered only upon special order by the Client and after approval by the Client of the estimated additional charge therefore.

5. AGREEMENT CHANGES:

No change can be made to this Agreement without written consent by Mid-Atlantic Controls and the Client.





Caroline County
212 East Main Street
Bowling Green, VA 22427

Mid-Atlantic Controls Corp.
8511 Oak view Avenue
Richmond, Virginia 23228
(804) 262-4923
(804) 262-5154 Fax

IN WITNESS WHEREOF, the Client and Mid-Atlantic Controls Corporation have executed this Agreement as of the date first written above.

ACCEPTED BY:

Charles M. Culley, Jr.

Authorized Official

County Administrator

Title

March 14, 2016

Date

Mid-Atlantic Controls Corp.

Richard L. Satchell

Business Development Manager

3/14/16

Date



Mid-Atlantic Controls Corp. :: 8511 Oakview Avenue, Richmond, VA 23228 :: 804-262-4923
BAS :: Energy Management :: Legacy Upgrades :: Service & Maintenance
www.midatlanticcontrols.com