



April 15<sup>th</sup>, 2019  
GRTC

**RE: ENVIRONMENTAL "DIRECT DIGITAL CONTROL SYSTEM"  
MAINTENANCE  
AGREEMENT**

Please find attached our proposal to provide maintenance on the Building Automation Control system at your facility.

The referenced system will require regular maintenance in order to preserve its operating characteristics. Our Technical Services department will maintain transmitter calibrations, continue to tune control loops, optimize programs and check control devices. This will not only help to protect your investment of considerable value but, insure comfort, reduce system failure, improve equipment life and efficiency. It is Mid-Atlantic Controls (MACC) desire to provide GRTC with a proposal and a maintenance program that meets all of its needs. In order to do this effectively we need to be involved in the maintenance program on a regular basis.

The regularity will insure that we have a consistent working knowledge of the systems and controls in use and the history of problems and fixes that have been required. We believe the attached maintenance program is the minimum your facility will need to implement an effective and comprehensive maintenance program that includes the backup support on after hour and emergency service from MACC. The time we propose to spend on site each month will be used to accomplish real on-site maintenance, assist in problems that your personnel have not been able to solve, and help direct future maintenance efforts toward areas that need attention. Our off-site emergency support efforts may require the use of GRTC personnel to accomplish the on-site implementation or adjustments required to fix a given problem.

Sincerely,

**Tyler J. Shultz**  
Technical Services Representative  
MID-ATLANTIC CONTROLS CORPORATION

**Richard L. Satchell**  
Vice President of Sales  
MID-ATLANTIC CONTROLS CORPORATION





# MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this date, \_\_\_\_\_, by and between

Greater Richmond Transit Authority, 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:

**GRTC Admin & Maintenance Buildings  
301 Belt Boulevard  
Richmond, VA. 23224**

B. Terms of this Agreement:

Commencing on 06/01/2019 and continuing for three (3) calendar years.  
Please reference the RFQ included for future price increases after the initial 3 year period.

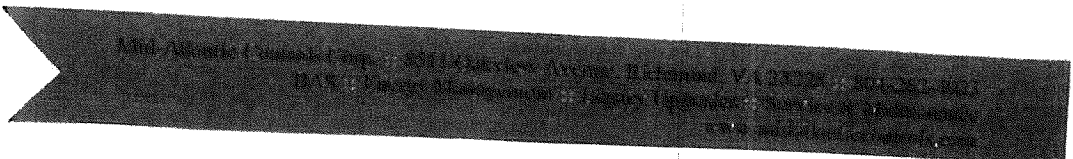
C. Service Fee Schedule:

**BILLED TWELVE (12) TIMES PER YEAR. TERMS ARE THIRTY (30) DAYS NET.**  
**TOTAL ANNUAL PRICE: \$5,760.00 (QUARTERLY PAYMENTS OF \$1,440.00)**

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 64 hours onsite 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.





Greater Richmond Transit Authority  
301 Belt Boulevard  
Richmond, VA 23224

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:

Sheryl B. Adams - GRTC

[Signature]  
Authorized Official

Chief Operating Officer  
Title

April 16, 2019  
Date

Mid-Atlantic Controls Corp.

[Signature]  
Richard L. Satchell  
Vice President of Sales

4/18/19  
Date

