

Brooks Air Systems, Inc.
Mechanical & EMCS Systems

**Nassau County Jail
EMCS Preventative
Maintenance Agreement**

April 1, 2008 – March 31, 2009

THIS AGREEMENT by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** and **BROOKS AIR SYSTEMS, INC.** provides for a service plan to include preventative maintenance of the energy management control system at the Nassau County Jail.

Introduction

Nassau County Jail located at 76212 Nicholas Cutinha Road Yulee, FL has an energy management control system (EMCS) that requires periodic preventative maintenance for proper, economical and efficient operation. The County hereby agrees to purchase the General Service Plan and the Preventative Maintenance-Custom Service Plan Option for EMCS located in the County Jail in accordance with the Plan Features and Terms and Conditions set forth herein.

Brooks Air Systems Duties

- Perform routine preventative maintenance on the existing EMCS system listed in this Agreement
- Support facility staff with pre-season inspections/maintenance
- Develop a regular maintenance relationship with the Nassau County Jail staff to promote proper and efficient operation of the EMCS systems

Agreement Contents

- Brooks Air Systems General Service Plan Features (included with all service plans)
- Brooks Air Systems Custom Service Plan Features
- Tentative Calendar
- Support Plan Pricing Summary/Signature Page.
- Terms and Conditions
- Addendum 1 – Dispute Resolution Clause

Brooks Air Systems General Service Plan Features

Price Advantage

As a service plan customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor needed to install them (discount from our normal rates).

Account Manager

A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your goals and objectives.

Documentation

All service visits will be documented by a work order detailing the service performed, materials used, and hours spent.

System and Service Log

Brooks Air Systems will provide you with a log for documentation of concerns, system problems and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.

Dedicated Service Team

Our Service Team knows EMCS systems. Our service technicians are trained in maintaining and trouble shooting your system.

Priority Response Time

As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rate of \$90.00 per hour for responses to all calls made during working hours (8 AM to 5 PM). Overtime charges will apply for responses not during normal working hours, as provided in paragraph 2 of the Terms and Conditions.

Brooks Air Systems Custom Service Plan Features



Preventive Maintenance – Regular visits from our service technician can help head off emergency calls before they happen. This Agreement includes:

- (3) Operational inspections to include:
 - Clean and inspect control cabinets
 - Verify temperature setpoints
 - Check sensor calibration
 - Verify time schedules
 - Check electrical connections

- (1) Annual inspection to include:
 - Clean and inspect control cabinets
 - Verify temperature setpoints
 - Check sensor calibration
 - Verify time schedules
 - Check electrical connections
 - Check software sequences
 - Complete point to point system check

Brooks Air Systems will provide all materials necessary to complete three (3) operational inspections and one (1) annual inspection on the existing EMCS system.



Systems Training – Training for on site personnel can be accomplished by scheduling a class to be held on site with the actual EMCS or mechanical equipment.

NOT INCLUDED IN THIS AGREEMENT



Parts Coverage – Never pay for another failed device. Brooks Air Systems can warrantee any and all parts associated with your EMCS or mechanical system. This will allow you to budget for equipment failures, and not be caught off guard.

NOT INCLUDED IN THIS AGREEMENT



HVAC Mechanical Services – Brooks Air Systems also offers HVAC mechanical systems service and repairs.

NOT INCLUDED IN THIS AGREEMENT

Brooks Air Systems-Tentative Calendar of Services

Customer: Nassau County Jail

Checked items are included as detailed under "Custom Service Plan Features"

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<input checked="" type="checkbox"/> Preventative Maintenance			x						x			x
<input checked="" type="checkbox"/> Annual Maintenance						x						
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												

Support Plan Pricing Summary:

This Agreement includes the following Custom Service Plan Features as detailed in the previous section:

Preventive Maintenance

Pricing for these features are based on a one (1) year program, billed quarterly (\$1,580.00) at the beginning of the contract year. Cancellation conditions are detailed in the "Terms and Conditions" section.


Year 1: \$6,320.00

Payment Terms:


Nassau County shall pay Contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70).

Agreed by the Parties this the 2nd day of June, 2008.

BROOKS AIR SYSTEMS, INC.


By: 
 Name: Keith Jordan
 Title: Project Manager

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




MARIANNE MARSHALL
Its: Chair

ATTEST AS TO CHAIR'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

Gene Krupp
Financial Service Support
6/4/08

BROOKS AIR SYSTEMS TERMS AND CONDITIONS OF SALE- SERVICE

This agreement is between Brooks Air Systems, Inc. (B.A.S.) and the customer. This agreement applies only to equipment installed prior to effective date and replacements to hardware during the term of this Agreement.

1. PAYMENT AND TAXES - In addition to the Agreement price, the Customer shall pay Brooks Air systems any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

2. WORKING HOURS - All services performed under this Agreement including major repairs, are to be provided during Brooks Air Systems normal working hours unless otherwise agreed. Normal working hours (8 am. to 5 p.m.) Monday through Friday will apply to all services, unless otherwise stated, including major repairs performed under this agreement. Work performed beyond normal working hours for the convenience of the Customer shall be billed at the overtime and rates. We will respond to all calls within a four (4) hour time period or sooner.

3. ADDITIONAL SERVICE - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customers written authorization and invoiced at Brooks Air Systems prevailing labor rate as discounted pursuant to the Price Advantage described in the Agreement. Additional services or parts shall be supplied under the terms of this Agreement.

- In the event Brooks Air Systems is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Brooks Air Systems control, the customer shall reimburse B.A.S. for expenses incurred in making repairs and/or replacements and/or replacements, and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

4. REPAIR OR REPLACEMENT - Brooks Air Systems shall not be responsible for repair or replacement of any HVAC or EMCS equipment that is damaged by any disaster or weather catastrophes (ie, floods, tornados, hurricanes, etc.), vandalism, other contractors, maintenance personnel, tenants, or any other party. Brooks Air Systems is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that Brooks Air Systems encounters any asbestos, mold product or any hazardous material in the course of performing its work, Brooks Air Systems may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated, Brooks Air Systems shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Brooks Air Systems shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Brooks Air Systems, at its option, may submit a proposal for Customers consideration in addition to this Agreement. Brooks Air Systems shall not be required to repair or replace equipment that has not been properly maintained,

5. SUPPLEMENTAL CONDITIONS SECTION - This agreement presupposes that all major pieces of equipment are in proper operating condition at the signing of this agreement.

- It shall be the responsibility of Brooks Air Systems to inspect and report to the customer any malfunctions and defects within sixty (60) days after acceptance date. If equipment cannot be operated within this 60 day period due to seasonal conditions or factors beyond our control, the period for the initial inspection will be extended 60 days after the equipment can be operated and checked,

- It shall also be the responsibility of Brooks Air Systems to make recommendations and assist the customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the customer

- After equipment restoration to original operating conditions has been approved by Brooks Air Systems, coverage will become effective in accordance with the terms of this agreement.

6. PROPRIETARY RIGHTS— During the term of this Agreement and in combination with certain services, Brooks Air Systems may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Brooks Air Systems. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on Customer equipment.

7. DELAYS— Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

8. CUSTOMER OBLIGATIONS

Customer shall:

- Provide a safe work environment.
- Permit access to Customers site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Brooks Air Systems of any unusual operating conditions,
- Upon agreement of a timely mutual schedule, allow Brooks Air Systems to stop and start equipment necessary to perform service,
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Operate the equipment properly and in accordance with instructions.

9. EQUIPMENT CONDITION & RECOMMENDED SERVICE - Upon the initial scheduled operating and/or initial annual stop inspection should Brooks Air Systems determines the need for repairs or replacement. Brooks Air Systems will provide the Customer in writing an "equipment condition" report that includes recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Brooks Air Systems recommends certain services (that are not included herein or upon initial inspection). If the Customer does not elect to have such services properly performed in a timely fashion, Brooks Air Systems shall not be responsible for any equipment or control failures, operability and any long-term damage that may result. Brooks Air Systems at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. CUSTOMER TERMINATION—Either party may terminate this Agreement for cause immediately upon adhering to the dispute procedures contained in Addendum 1 attached hereto. In addition the County may terminate this Agreement with thirty (30) days written notice to Contractor in the event of non-appropriation of funds. Upon early termination or expiration of this Agreement, Brooks Air Systems shall have free access to enter Customer locations to disconnect and remove any Brooks Air Systems personal proprietary property or devices as well as remove any and all Brooks Air Systems-owned parts, tools and personal property. Additionally, Customer agrees to pay Brooks Air Systems for all incurred but unamortized service costs performed by Brooks Air Systems including overheads and a reasonable profit.

11. CUSTOMER RESPONSIBILITY - It is agreed that the customer will assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.

12. LIMITATION OF LIABILITY— Under no circumstances shall Brooks Air Systems be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Brooks Air Systems shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the

extent that Brooks Air Systems negligent acts or omissions directly contributed to such injury or property damage. Brooks Air Systems maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Brooks Air Systems under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Brooks Air Systems. B.A.S. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by B.A.S. impractical: strikes, fires, war, late or non-delivery by suppliers of B.A.S., and all other contingencies beyond the reasonable control of B.A.S. Under no circumstances shall B.A.S. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall BASs liability exceed the purchase price paid under this contract.

13. WASTE DISPOSAL— Contractor is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

14. CLAIMS - Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

15. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Brooks Air System's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

FY 2007/2008 BUDGET REQUEST

Operating Expenditures Detail

Maint-Detention Center

01072523

Budget Line Item (Expenditure)	Object Class	Comments	Itemized Cost	Object Class Total Cost
Professional Services	531xxx			-
Contractual Services	534xxx			4,980.00
Generator Maintenance Service	534000	Major, Minor and 2 Hour Load Test	2,000.00	
Simplex Grinnell	534000	Hood System, Fire Sprinkler, Back Flow	2,980.00	
		Fire Alarms, Fire Hydrant Inspection and Test		
Travel & Per Diem	540xxx	(see itemized worksheet tab)		2,750.00
Communications & Freight	541xxx			102.00
On-Call Pager Service	541000	All Safe Paging Service for On Call Pager	102.00	
Utility Services	543xxx			-
Electric				
Water/Sewer				
Garbage				
Rentals & Leases	544xxx			4,000.00
Rentals & Leases Equipment	544000	Equip & Lift Rental- Elevated Maintenance	4,000.00	
Insurance	545xxx			-
Admin. Service Budgets Insurance	N/A			
Repairs & Maintenance	546xxx			103,129.00
Repairs & Maintenance	546000	Repairs and Maintenance	50,000.00	
Whaley Food Service	546000	Kitchen Equip. Maint.	2,324.00	
Cyrus Tech	546000	Analyzind DVR System to link to JC	1,040.00	
First Coast Hood Cleaning	546000	Semi Annual Hood Cleaning	600.00	
Brooks Air System -EMS System	546000	Re-Conditioning Energy Management Control	25,264.00	



FY 2007/2008 BUDGET REQUEST

Operating Expenditures Detail

Maint-Detention Center

01072523

Budget Line Item (Expenditure)	Object Class	Comments	Itemized Cost	Object Class Total Cost
Brooks Air System -EMS System	546000	Replacing Controllers Re-Conditioning	5,583.00	
Repairs & Maintenance - Generator	546036	Repairs and Maintenance -Generator	4,000.00	
Water Softner System		Minimizes metal corrosion and scale build up	14,318.00	
Printing & Binding	547xxx			-
Promotional Activities	548xxx			-
Other Current Chrgs & Oblig	549xxx			500.00
Other Current Chrgs & Oblig	549000	Light Bulbs Recycle Bulbs	500.00	
Office Supplies	551xxx			-
Operating Supplies	552xxx			3,500.00
Operating Supplies-Misc	552000	Purchase Light Bulbs Interior & Exterior	1,500.00	
Misc Operating Supplies	552000	Misc Operating Supply -Safety	500.00	
Gas Oil & Lubricant	552020	Generator -Only	1,000.00	
Small Tools	552040	Drills,Saws,Levels, Hammers Pliers, Etc	500.00	
Equipment less than \$750	552640			3,250.00
Equipment less than \$750	552640	Maintenance Use Only Equip as needed	2,500.00	
Secure Locking Tool Box	552640	Secure Tools on Site in Attic	750.00	
Books, Dues & Subscriptions	554xxx	(see itemized worksheet tab)		1,000.00

Operating Grand Total 123,211.00

Department Purchase Requisition

**All information needs to be complete before requisition can be processed.

VENDOR INFORMATION

If not provided on the Quote.

Name (Required) Brooks Air Systems
 Address 11196 St. Johns Industrial Pkwy North
 City, St. Zip Jax, FL, 32246
 Phone# 904-642-5303
 Fax # 904-641-8722

Documents Attached Yes No

CM# / REC# 6019 -

* Funding Account #: _____

DATE: 2-4-09

REQUISITION BY: Bill Howard

By signing, I certify this purchase is compliant with the County Purchasing Policy and I have reviewed the quote for accuracy.

Request for which Department

Building Maintenance	<input checked="" type="checkbox"/>	Custodial Dept	<input type="checkbox"/>
Parks & Recreation	<input type="checkbox"/>	Beach Dept.	<input type="checkbox"/>

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	Provide & install all necessary controls, conduit, wiring & graphic updates to convert existing EMC to environment for back talk. Provide & install new hardware & programming for IPRT & pageout of critical alarms.	1	25,264	25,264
2	Comprehensive paint to paint & replace defective sensors.	4	5,583	5,583

Project Description

Facility: Detention center
 Building, truck, or equipment #.

Scope of Work: Upgrade Energy management control system.

Attached Quote Number: 1

2B - Quarterly preventative maint. - 4580
6320.00
 Total of Purchase Requested 3100 * total 37,164.00
34,007.00

Purchase > \$5,000 but < 25,000
 Requires (3) Written Quotes

Quotes Received

Vendor	Amount
1) <u>Brooks Air Systems</u>	\$
2)	\$
3)	\$

Purchases > \$200 but < \$750 requires pre-purchase approval

Pre-Purchase Approved by one of the following

Daniel Salmon _____ Date: _____
 Tim Milligan _____ Date: _____
 Suzie Fontes _____ Date: _____

(In-House Purchase Order) IPO# _____

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