



6900 Phillips Industrial Blvd. Jacksonville, FL 32256 (904) 446-8100

Preventive Maintenance & Technical Support Program Proposal

I/Net Building Management System

Nassau County Courthouse
I/Net Direct Digital Control System
76347 Veterans Way
Yulee, Florida 32097

Facility Automation Solutions, Inc. Service Team

Facility Automation Solutions, Inc. has assembled a specialized team to provide you with industry-leading facility management system maintenance and monitoring services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.



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Facility Automation Solutions, Inc. Service Agreement Investment

This service agreement will be for an original term of 12 months, beginning on **October 1, 2016**, with an ending date of **September 30, 2017**, with subsequent annual pricing as indicated below. This agreement shall renew annually 30 days prior to the anniversary date.

For services designated herein, **Nassau County Courthouse** agrees to pay Facility Automation Solutions, Inc. the amount of **\$55,332.00** dollars over 12 Months (one year),

Initial Year \$55,332.00

this will be invoiced in monthly installments of **\$4,611.00**. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Facility Automation Solutions, Inc. The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement. Payment terms will be no greater than 45 days after Facility Automation Solutions, Inc.'s invoice date. Facility Automation Solutions, Inc. reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due shall relieve Facility Automation Solutions, Inc. of any and all obligations pertaining to work or performance of work.

**Facility Management System Maintenance Services
Service Agreement Options**

Options Checked are included in your service agreement

<input checked="" type="checkbox"/>	1. PLANNED PREVENTATIVE MAINTENANCE – “SCHEDULED VISITS”	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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1.1) 52 scheduled maintenance visits per year are included in this agreement and will be scheduled by the Service Team and the Owner or Owner’s Representative.



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- 1.2) Facility Automation Solutions, Inc. technician will check the controllers communication with the Lan Network, Central Computer, and maintain the original condition of the installed and commissioned systems. This work is accomplished by reviewing the network configuration within Inet Seven, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
- 1.3) After completion, you will receive a planned maintenance finding report for your records. (Service Ticket)
- 1.4) Required "Work" or "Maintenance" will be performed by trained personnel directly employed and/or supervised by Facility Automation Solutions, Inc. A lead Service Representative will be assigned to this project that will be primarily responsible for providing contract services. Additional Representatives and Technicians will also be familiarized with your system to ensure that there is no lapse in service to your equipment.
- 1.5) Planned maintenance will be performed during normal business hours (7:30 a.m. to 4:30 p.m., Monday – Friday), with the option for afterhours arrangements.

<input type="checkbox"/>	2. SERVICE CALLS (NONSCHEDULED) VISITS DURING NORMAL BUSINESS HOURS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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- 2.1) Facility Automation Solutions will provide on-site nonscheduled service between scheduled maintenance calls, when necessary, to keep equipment and components in proper operation. These visits shall be performed during normal working hours excluding nights, weekends, and holidays. To request a service call, call the Service Support Team at (904) 446-8100 during normal business hours. Our service department will do their best to advise you over the telephone on how to handle the problem and if possible have a Service Engineer connect to your system via Internet/network or schedule a service visit. Any additional visits other than the ones stated above would be subject to Facility Automations Solutions preferred labor rates plus any cost incurred.



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<input type="checkbox"/>	3. AFTER HOUR SERVICE CALLS (NONSCHEDULED VISITS DURING NORMAL BUSINESS HOURS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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- 3.1) Not to exceed n/a scheduled visits per quarter. Physical response time will be within 0 hours after normal business hours. Telephone response time will be within one (1) hour. 24 hours/365 days coverage is included with this contract.
- 3.2) Facility Automation Solutions will provide on-site non-scheduled service or EMERGENCY CALL between scheduled maintenance calls, when necessary, to keep equipment and components in proper operation. These visits shall be performed during normal working hours excluding nights, weekends and holidays.
- 3.3) All non-scheduled service requests will be initiated through the Operational Control center, by either our Proactive or Reactive Monitoring service. Requests will be initiated depending on which of the Non-Scheduled service options is elected.
- 3.4) To request service, you can call our Service Support Team at (904) 446-8100 during normal business hours (Monday through Friday - 7:00am till 4:30pm or for after hours and 24 hour service, we have a Service Support Technician on call whom is contacted through an answering service to handle your emergency calls. Please call (904) 446-8100 for the answering service to contact the Support Technician on duty. Our service Support Technician will advise you over the telephone on how to handle the problem, connect to your system via proper supported method, or respond within the time stated above. Any additional visits other than stated above will be subject to Facility Automation Solutions preferred labor rate plus any cost incurred.

<input checked="" type="checkbox"/>	4. REMOTE SUPPORT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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- 4.1) Unlimited calls are included within this contract. Facility Automation Solutions will respond within two (2) hours of the received call.
- 4.2) Facility Automation Solutions will provide remote diagnostics via an approved remote software available at the main central computer. This support will be provided during working hours in order to provide you with the fastest service available when you are experiencing a problem. The Central Computer is dedicated technology to support



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remote access. To request a service call, you can reach the Service Support Team at (904) 446-8100 during normal business hours or you reach the on-call Service Technician through the answering service at (904) 446-8100 for after hour service. The service team will advise you on how to handle the problem or will connect to your system via the approved remote access software.

<input type="checkbox"/>	5. OPERATOR TRAINING	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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5.1) Facility Automation Solutions, Inc. will provide additional operator training during the course of the year scheduled at your convenience. Training, will be provided for your regular operators as well as any new or additional operators. This additional training helps the operators learn all the capabilities available of the BMS. This additional training, will expand on all features from the BMS system and how to take full advantage of them to properly analyze the site. Facility Automation Solutions, Inc. recommends that all these sessions be limited to small groups of four (4) students or less.

<input type="checkbox"/>	6. SOFTWARE/FIRMWARE UPGRADES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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6.1) Facility Automation Solutions, Inc. will provide software/firmware upgrades for your system as they become available. This allows your system to keep current and to take full advantage of new features. The labor to install this software/firmware is not included in this proposal and will be quoted separately. This section will only be applied to the new front-end being installed under this contract.

<input checked="" type="checkbox"/>	7. SOFTWARE BACK-UP	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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7.1) This agreement will include total of 1 backup routine quarterly. A total of 4 backups per year.

7.2) This database protection prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage



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to your on-site copy.

- 7.3) NCCH personnel will be required to make a back-up whenever a change to the I/Net database is made. Facility Automation Solutions, Inc. will continue to do the normal back-up on a quarterly basis. This step is necessary to prevent the lost recent information.

<input type="checkbox"/> 8. REPAIR AND REPLACEMENT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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- 8. 1) Facility Automation Solutions, Inc. will provide materials and labor for repair, or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with coverage described in Schedule A).
- 8.2) If repair and replacement is not included in your contract, Facility Automation Solutions, Inc. will provide you a written quotation for any material that is required to repair your system. Facility Automation Solutions, Inc. will provide one year of warranty for a new device installed at your site.

Qualifications

Facility Automation Solutions, Inc. Preventive Maintenance shall consist of the following as outlined above in the items 1 through 7:

- Q1) Checking performance of equipment and components
- Q2) Diagnostics tests, examination, cleaning. Lubrication, adjustments and calibration of equipment designated in Schedule A and their components.
- Q3) Facility Automation Solutions, Inc. will calibrate all field devices determined to need calibration. This process shall be completed during the duration of the maintenance contract.
- Q4) Facility Automation Solutions, Inc. will provide under a separate contract any materials and labor to repair or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with systems and equipment described in Schedule A).
- Q5) Providing on-site service visits, between schedule preventive maintenance calls, when necessary to keep equipment and components in proper operation (in accordance with system and equipment described in Schedule A).



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- Q6) Normal Business Hours are defined as 7:30am to 4:30pm., Monday through Friday inclusive, excluding nights, weekends, and holidays.
- Q7) Reasonable means of access to the equipment being serviced shall be provided to Facility Automation Solutions, Inc.
- Q8) Facility Automation Solutions, Inc. shall be permitted to start and stop all equipment necessary (after notification and approval by the NCCH Personnel) to perform the herein agreed services as arranged with your representative.
- Q9) Facility Automation Solutions, Inc. shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control. Including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightening, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. In no event shall Facility Automation Solutions, Inc. be liable for business interruption losses or consequential or speculative damages. This sentence shall not relieve Facility Automation Solutions, Inc. of liability for damage of property or injury to persons resulting from accidents caused solely by the negligence of Facility Automation Solutions, Inc. in the performance or failure to perform its obligations under this agreement.
- Q10) Facility Automation Solutions, Inc. shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 011) When a request for service is made by the owner at times other than we would have made a scheduled preventive maintenance call, and inspection does not reveal any defect required to be service under this agreement, we reserve the right to charge NCCH at our prevailing service labor rate.
- 012) Replacement of Variable Frequency Drives (VFDs) shall be provided under a separate quote.

Exclusions

The following is not within the scope of this agreement:

- E1) Removal of reinstallation of replacement valves and dampers when required
- E2) Cutting and patching of building surfaces when required to make repairs on concealed



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- or inaccessible equipment, piping, and wiring.
- E3) Draining or venting of water systems.
 - E4) Repairs to equipment damages by ambient conditions outside of the manufacturer's recommended limits
 - E5) Repairs to equipment damages due to negligence

Facility Automation Solutions (FAS), Inc. Maintenance Services Agreement

Schedule A - Equipment Coverage

The following control equipment shall be serviced under this agreement:

Device	Quantity	Description	Notes
Host Workstation and Laptops	3	I/Net Central Computer and Portal Laptops	Located in Chief Engineer's office
Software	1	TAC Inet Taps and Modems	
Hardware	1	All hardware and sensors provided by FAS	
Valve Actuators	n/a	All Valve Actuators provided by FAS	
PCU	6	I/Net Process Control Units DDC Controller	Obsolete
DCU	n/a	I/Net Direct Control Units DDC Controller	Obsolete
UCI	n/a	I/Net Unitary Control Integrator	Obsolete
UC (VAV/FTU)	102	I/Net Unitary Controller	Obsolete
MCI	7	I/Net Micro Regulator Control Units	Obsolete
ICI	4	I/Net Industrial Controller Interfaces	Obsolete
PCU Expanders	3	I/Net Process control Units Expansion I/O Boards	Obsolete
DPU	15	I/Net Door Processing Units	Obsolete
DCLU	2	I/Net Digital Control Lighting Units	Obsolete
UC (VAV/FTU) Temperature Sensors	102	VAV / FTU Temperature Sensors	Obsolete
FIC	1	FieldServer Interface Controller	
Temperature Sensor		All Temperature Devices	



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Humidity Sensors	244	All Humidity Devices	
Current Sensors & Relays		All Current Sensors and Relays	
Differential Pressure Switches		All Differential Pressure Switches	
Transformers, Batteries, and Power Supplies		All Class 2 Transformers	
Pressure Transmitters		All Pressure Transmitter	
Card Reader	47	Card Reader	

Equipment not covered under the Maintenance Services agreement Includes:

1. Any and all software that was not supplied by Facility Automation Solutions and prior companies (Ecova, Prenova & Cyrus) at time of construction.
2. Replacement or repair of VFD's, valves or mechanical dampers.
3. Any and all types of relays including lighting relays.
4. Any and all existing network devices.
5. Moving or relocating Covered equipment, including any work necessary by enforcement of building codes.
6. Replacement or repairs of any parts or components, or servicing (except as expressly provided above) of any Covered Equipment.
7. Air balancing
8. Package Units
9. VAV Boxes
10. Pumps, Starters, Humidifiers, VFDs, and Boilers
11. Electric Heater factory Controls
12. Existing pneumatic controls
13. Controls and components provided by others
14. Existing Control Valves
15. Existing Damper Actuators
16. Fire System Equipment



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Facility Automation Solutions, Inc. Maintenance Services Agreement

Schedule B - Facility Automation Solution's Prevailing Labor Rates Effective January 1, 2016

For standard service contract customers, the following labor rates will apply to all work performed and billable outside the Terms of the service contract.

Service account Customer labor rates / man / hr.

Service	Regular Time Rates	Overtime Rates
Technician	\$115.00 per hr.	\$172.00 per hr.
Application Engineer	\$125.00 per hr.	\$187.00 per hr.
HVAC Mechanic	\$120.00 per hr.	\$180.00 per hr.
Principal Engineer	\$140.00 per hr.	\$210.00 per hr.
Travel	\$75.00 per hr.	\$112.00 per hr.
Remote On-Line assistance	\$85.00 per hr.	\$127.00 per hr.

For non-service contract customers, the following labor rates will apply to all work performed.

Non Service Account Customer labor rates / man / hr.

Service	Regular Time Rates	Overtime Rates
Technician	\$135.00 per hr.	\$202.00 per hr.
Application Engineer	\$155.00 per hr.	\$232.00 per hr.
AC Mechanic	\$120.00 per hr.	\$180.00 per hr.
Principal Engineer	\$200.00 per hr.	\$300.00 per hr.
Travel	\$75.00 per hr.	\$112.00 per hr.
Remote On-Line Assistance	\$95.00 per hr.	\$142.00 per hr.

- Includes 4 hours of non-line support / Assistance. Any time over the 4hours will be billed at \$90.000 / hr.
- Travel time is considered billable to and from the site.
- All rates are subject to change with written notice.
- Travel & Living Expenses shall be billed at cost plus 15%.
- Overtime is after 8 hours regular time Monday through Friday and on Saturday and is billed at 1.5 times applicable rate.
- Sundays and Holidays is billed at 2.0 times applicable rate.



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August 23, 2016

Nassau County Courthouse
Attn: Bill Howard
76347 Veterans Way
Yulee, Florida 32097

Proposal: Maintenance Agreement of Nassau County Courthouse

Facility Automation Solutions, Inc. is pleased to offer the following contract for the I/Net Control System located at the facility mentioned above. This contract on the I/Net Control System includes the terms and conditions as outlined in this document. Please see the complete agreement for details. This agreement term will be enforced for a period of one year from the shown "Contract Start Date" to the completion date as defined below. Pricing is broken down below as follows:

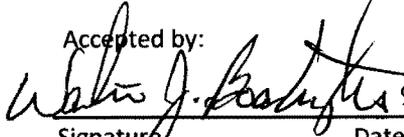
Contract Start Date: 10/1/2016

**Annual Maintenance Agreement (See Attached) -
For the annual sum of - \$55,332.00**

To be invoiced monthly at the rate of - \$4,110.00/Monthly

Please contact me with any questions at (904) 446-8119.

This proposal is valid for a period of 60 days

Accepted by:	
	9-21-16
Signature	Date
Walter J. Boatright,	Chairman
Name	Title

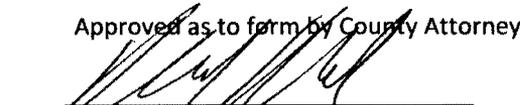
Facility Automation Solutions, Inc.	
	8-23-2016
Signature	Date
Richard Frey	Service Director
Name	Title

Attest to Chairman's signature:



John A. Crawford, Ex-Officio Clerk

Approved as to form by County Attorney



Michael Millin

MES
09.21.16