

CS-17-05

Letter to extend or renew a Contract

Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

Dear Richard Frey,

**Renewal of Maintenance and Tech Support for INET Agreement of Nassau County Courthouse**

This letter confirms the renewal of the Contract on the terms set out below.

**General information**

No.	Topic	Details
1	Department	Name: Facilities Maintenance
2	Vendor	Name: Facility Automation Solutions
3	Contract	Contract title: Preventative Maintenance and tech support for INET at County Courthouse Contract tracking number: CM2154-AR

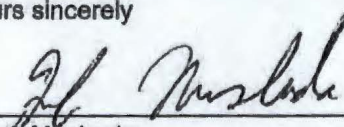
8/15/17

**Contract Renewal**

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to extend the term of the Contract for one (1) year, beginning October 1, 2017 and ending September 30, 2018, in accordance with clause in paragraph 3 of Contract.

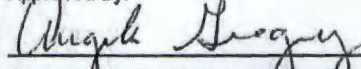
If you need more information or would like to discuss this matter further, please contact Angela Gregory on 904-530-6040 or at [agregory@nassuacountyfl.com](mailto:agregory@nassuacountyfl.com)

Yours sincerely

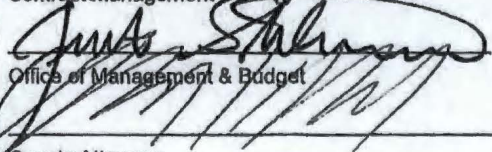
  
Frank Mashuda

6-13-17  
Date

Approved by:


  
Contract Management

6-15-17  
Date

  
Office of Management & Budget  
County Attorney

6-22-17  
Date  
6-19-17  
Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

  
Shanea Jones, County Manager

6-23-17  
Date

17 JUN 19 AM 9:35

Dear Richard Frey,

### Renewal of Maintenance and Tech Support for INET Agreement of Nassau County Courthouse

This letter confirms the renewal of the Contract on the terms set out below.

### General information

No.	Topic	Details
1	Department	Name: Facilities Maintenance
2	Vendor	Name: Facility Automation Solutions
3	Contract	Contract title: Preventative Maintenance and tech support for INET at County Courthouse Contract tracking number: CM2154-AR4

### Contract Renewal

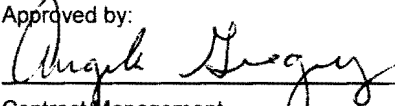
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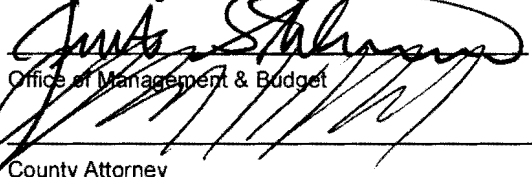
Yours sincerely

  
\_\_\_\_\_  
Frank Mashuda

6-13-17  
\_\_\_\_\_  
Date

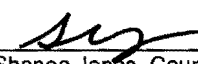
Approved by:  
  
\_\_\_\_\_  
Contract Management

6-15-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Office of Management & Budget  
County Attorney

6/22/17  
\_\_\_\_\_  
Date  
6-19-17  
\_\_\_\_\_  
Date

### COUNTY MANAGER – FINAL SIGNATURE APPROVAL

  
\_\_\_\_\_  
Shanea Jones, County Manager

6-23-17  
\_\_\_\_\_  
Date



# **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

### **Ecova, Inc. Service Team**

Ecova, 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.



803 Shotgun Road  
Sunrise, FL 33326  
Phone: 954.915.9930  
Fax: 954.915.9976  
www.Ecova.com

### Ecova, Inc. Service Agreement Investment

This service agreement will be for an original term of 12 months, beginning on **October 1, 2014**, with an ending date of **September 30, 2015**, 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 Ecova, Inc. the amount of **\$ 55,332.00** dollars over 12 Months (one year),

Initial Year	\$55,332.00
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this will be invoiced 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 Ecova, 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 15 days after Ecova, Inc.'s invoice date. Ecova, 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 Ecova, 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"/>	<b>1. Planned Preventative Maintenance – "Scheduled Visits"</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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- 1.1) 52 scheduled maintenance visits maintenance per year agreement are included.
- 1.2) Ecova technician will check those controllers communication with the LAN Network, and Central Computer maintain original condition of 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 Ecova, Inc. A lead Service Engineer will be assigned to this project that will be primarily responsible for providing contract services. Additional Engineers 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 (8:00 a.m. to 5:00 p.m., Monday - Friday), with the option for after-hour arrangements.
- 1.6) See schedule C for a list of Preventative maintenance check list



<input type="checkbox"/>	<b>2. Service Calls (Nonscheduled) Visits during Normal Business Hours</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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- 2.1) ECOVA 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, you can reach out to the Service Manager at 954-915-9930 during normal business hours. Our service manager will advise you over the telephone on how to handle the problem, have a Service Engineer connect to your system via telephone modem, or schedule a service visit. Any additional Visits other than the ones stated above would be subject to ECOVA Standard prevailing labor rate plus any cost incurred.

<input type="checkbox"/>	<b>3. After Hour Service Calls (Nonscheduled visit for after Normal Business Hours)</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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- 3.1) Not 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) Ecova 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 Leader at 954-915-9930 during normal business hours (Monday through Friday) – 8am till 5pm or for after hours and 24 hour service, we have a Service Support Technician on duty with a cellular phone to handle your emergency calls. Please call 904-838-7417 for the Service 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 ECOVA standard prevailing labor rate plus any cost incurred.

<input checked="" type="checkbox"/>	<b>4. Remote Support</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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- 4.1) Unlimited calls are included within this contract. ECOVA will respond within Two (2) hours of received call.
- 4.2) ECOVA 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 experienced a problem. The Central Computer should a dedicated technology to support remote access. To request a service call, you can reach the Service Support Team at 954-915-9930 during normal business hours or you reach the Service Technician at 904-838-7417 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"/>	<b>5.Operator Training</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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- 5.1) ECOVA 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 will help the operators learn all the capabilities available from the BMS. This additional training will expand on all features from the BMS system and how to take full advantage to properly analyze the site. ECOVA recommends that all these sessions be limited to small groups of four (4) students.

<input type="checkbox"/>	<b>6.Software/Firmware Upgrades (Talon Siemens only)</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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- 6.1) ECOVA will provide software/Firmware upgrades for your system if required as they become available. This allows your system to keep current and to take full advantage. The labor to install this software/firmware is not included in this proposal and will be quoted separately. This section will only apply to the new front-end being installed under this contract.

<input checked="" type="checkbox"/>	<b>7.Software Back-up</b>	<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 backup 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 to your on-site copy.
- 7.3) NCCH personnel will be required to make a back-up whenever a change in the I/Net database is performed. Ecova will continue to do the normal back-up on a quarterly basis. This step is necessary to prevent the loss of recent information.

<input type="checkbox"/>	<b>8 Repair and Replacement</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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- 8.1) Ecova 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, ECOVA will provide you a written quotation for any material that is required to repair your system. Ecova will provide one year of warranty for a new device installed at your site.



## Qualifications

ECOVA 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) Ecova will calibrate all field devices determined to need calibration. This process shall be completed during the duration of the maintenance contract.
- Q4) ECOVA 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).
- Q6) Normal Business Hours are defines as 8:00am to 5:00pm., Monday through Friday inclusive, excluding nights, weekends, and holidays.
- Q7) Reasonable means of access to the equipment being serviced shall be provided to ECOVA.
- Q8) ECOVA shall be permitted to start and stop all equipment necessary (after notification and approval by the NCCH Personnel) to performed the herein agreed services as arranged with your representative.
- Q9) ECOVA 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, lightning, 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 ECOVA be liable for business interruption losses or consequential or speculative damages. This sentence shall not relieve ECOVA of liability for damage of property or injury to persons resulting from accidents caused solely by the negligence of ECOVA in the performance or failure to perform its obligations under this agreement.
- Q10) ECOVA 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.
- Q11) 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.
- Q12) 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 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





## Ecova, 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
TAPS & Modems	1	TAC Inet Taps and modems	
Software	1	All software supplied and installed by Ecova	
Hardware	1	All hardware and sensors provided by Ecova	
Valve Actuators	n/a	All Valve Actuators provided by Ecova	
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	244	All Temperature Devices	
Humidity Sensors		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 Transmitter		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 Ecova and prior companies (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



## Ecova, Inc. Maintenance Services Agreement

### Signatures Page

We would appreciate your signature in the space provided below as your acceptance of this agreement.

PROPOSAL OFFERED BY: RICK SALAZAR, SALES DIRECTOR

DATE: August 19, 2014

### Client Review and Acceptance

Accepted by:

Name (typed): Pat Edwards

Title: Vice Chairman

Date: 9-17-14

### Ecova, Inc. Acceptance

Accepted by:

Name: BOB-ZAK

Title: SVP Ecova

Date: 10/8/14



Name of Firm or Organization:

Nassau County Board of County Commissioners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ecova, Inc

803 Shotgun Road

Sunrise, Florida 33326

Purchase Order No. \_\_\_\_\_

MES  
09.18.14



## Ecova, Inc. Maintenance Services Agreement

### Schedule B- Ecova Prevailing Labor Rates

Effective January 1, 2014

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.

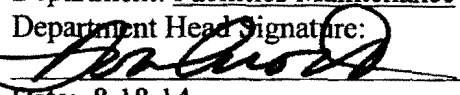
#### Non Service Account Customer labor rates / man / hr

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 on-line support / Assistance. Any time over the 4 hours will be billed at \$90.00 / 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.

**Nassau County Board of County Commissioners**  
**Sole Source/Single Source Certification Form**

Vendor Name: ECOVA  
Address: 45218 St. Augustine Rd.,  
Jacksonville, Florida 32207  
Phone: 954-802-7164  
Contact Name: Ricardo Salazar

Department: Facilities Maintenance  
Department Head Signature:   
Date: 8-18-14  
Account: 01074712 - 546020

**Description of Commodity:**

INET computer controlled Facility Maintenance System for controlling lighting, HVAC, Security, Card Access, and equipment alarms for failures at the Nassau County Robert M. Foster Justice Center including weekly site visits to maintain existing obsolete system until Nassau County can determine best plan of action to replace system with more current and supported technology.

**Check one (1) of the following two (2) choices:**

- ☐ Sole Source: The required goods or services can only be procured from one vendor.
- ☒ Single Source: The required goods or services can be purchased from multiple vendors, but in order to meet certain functional or performance requirements only one economically feasible source exists.

**Please check all of the following that apply:**

- ☐ Purchase can only be obtained from original manufacturer-not available through distributors.
- ☐ Only authorized area distributor of the original manufacturer.
- ☒ Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- ☐ This is the only known source that will meet the specialized needs of this department or perform the intended function.
- ☒ This source must be used to meet warranty or service maintenance requirements.
- ☒ This source is required for standardization.
- ☐ None of the above apply.

**Comments/Explanations: (required)**

INET System is no longer fully supported by Schneider Electric (manufacturer) and ECOVA has our entire existing database stored in the event of a system crash until we can move forward with an upgrade to a new system. Replacement control boards for existing INET system are still available as refurbished only. No new controllers are available. ECOVA has an amount of shelf stock on these controllers to help prevent down time in the event of a failure. While the Facilities Maintenance Department reviews our options for an upgrade and determines the best and most cost effective way to keep the facilities control system functioning we must maintain the existing system until that has been done. ECOVA has shown that they are responsive to our needs and have worked with the county to keep the facility maintenance system functional. While there may be other vendors that can come in and begin to work on the system they will not have the knowledge of the specific site and all of the programming. Which is why Facilities Maintenance recommends that we continue services with ECOVA until a decision is made about how and when we will upgrade the system.

**Approval:**

 9/17/14  
County Manager Date

JC  
CS-14-135

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT  
TRACKING NO.

2154-A1

## CONTRACTOR INFORMATION

Name: Facilities Automation Solutions, Inc.

Address: 6900 Phillips Industrial Blvd Jacksonville Florida 32256

City State Zip

Contractor's Administrator Name: Brad Howald Title: President

Tel#: 904-446-8040 Fax: 904-394-8313 Email: bhowald@jaxcontrols.com

## CONTRACT INFORMATION

Contract Name: TO DOCUMENT THE NAME CHANGE AND ASSIGNMENT ON THE AGREEMENT FOR: Preventative Maintenance Contract for Electronic Control System Contract Value: No Change

Brief Description: Justice Center - Preventative Maintenance Contract for Electronic Control System

Contract Dates: From: \_\_\_\_\_ to \_\_\_\_\_ Status: ☐ New ☐ Renew ☒ Amend# \_\_\_\_\_ WA/Task Order

How Procured: ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop. ☐ Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: CM-2154-A1 Increase Amount of Existing Contract: \_\_\_\_\_ ☐ No Increase ☒

New Contract Dates: 10/1/14 to 9/30/15 TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 2/5/15 01074712-546020  
Department Head Signature Date Funding Source/Acct #

2. Charlotte Young 2/6/15  
Contract Management Date

3. [Signature] 2-9-15  
Office of Management & Budget Date

4. William M. Sautt 2-18-15  
County Attorney (approved as to form only) Date

Comments: \_\_\_\_\_

## COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby 2/20/15  
Date

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)  
Copy: Department  
Office of Management & Budget  
Contract Management  
Clerk Finance

15 FEB -5 PM 2:27  
RECEIVED  
COUNTY CLERK'S OFFICE

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT** is made and entered into this 20<sup>th</sup> day of February 2015, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as ("County") and **FACILITY AUTOMATION SOLUTIONS, INC.**, a Florida Corporation, whose address is 6900 Phillips Industrial Boulevard, Jacksonville, Florida, 32256, hereinafter referred to as ("FAS").

**WITNESSETH:**

**WHEREAS**, the County entered into an agreement with Ecova, Inc., dated September 17, 2014, for a twelve month term for the period October 1, 2014 to September 30, 2015 for INET computer controlled Facility Maintenance System and Technical support for the electronic control systems at the Robert M. Foster Justice Center; and

**WHEREAS**, the County determined that Ecova, Inc. was a preferable vendor in that Ecova, Inc.: (1) had the data base stored in the event of a system crash; (2) had shelf stock of the control boards for the system; and (3) has knowledge of the site and programming; and

**WHEREAS**, the County has been notified that Ecova, Inc., had sold to Integrated Energy Solutions, LLC, ("IES") certain assets related to the contract it had with the County; and

**WHEREAS**, IES sold to Facility Automation Solutions, LLC ("FAS") those same assets relating to the sale, installation and servicing of automated building management systems and building controls systems; and

**WHEREAS**, FAS seeks the County's consent of this assignment of the contract; and

**WHEREAS**, the County has determined that FAS has the same ability that Ecova, Inc. had in carrying out the duties under the contract.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. FAS acknowledges it has: (1) the data base stored in the event of a system crash; (2) the shelf stock of the control boards for the system; and (3) the knowledge of the site and programming, required in order for FAS to perform the duties of the contract.
2. The County consents to the assignment and transfer to FAS of the original contract with Ecova.
3. The County acknowledges that each party's rights, duties and obligations under the original contract shall be binding upon the County and FAS.
4. The County releases Ecova from all obligations under the original contract, Contract No. CM2154.

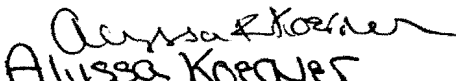
**IN WITNESS WHEREOF**, the Parties have executed this Assignment and Assumption of Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

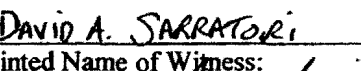

  
\_\_\_\_\_  
TED SELBY  
Its: County Manager

WITNESSES:

FACILITY AUTOMATION SOLUTIONS, INC.

  
\_\_\_\_\_  
Alyssa Korner  
Printed Name of Witness:

  
\_\_\_\_\_  
Its: PRESIDENT

  
\_\_\_\_\_  
DAVID A. SARRATORI  
Printed Name of Witness:  




STATE OF FLORIDA

COUNTY OF Duval

Before me personally appeared, Frank B. Howard, as  
President, for Facility Automation Solutions, who is personally known x or  
produced \_\_\_\_\_ as identification, known to be the person described in and who executed  
the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the  
purposes therein expressed.

WITNESS my hand and official seal, this 22<sup>nd</sup> day of January, 2015.

Janet Patterson  
Notary Signature  
Notary Public State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_





# **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.



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

### Facility Automation Solutions, Inc. Service Agreement Investment

This service agreement will be for an original term of 12 months, beginning on **October 1, 2015**, with an ending date of **September 30, 2016**, 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.
- 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.
- 1.6) See schedule C for the Preventative Maintenance check list.

<input type="checkbox"/>	<b>2. SERVICE CALLS (NONSCHEDULED) VISITS DURING NORMAL BUSINESS HOURS</b>	<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.

<input type="checkbox"/>	<b>3. AFTER HOUR SERVICE CALLS (NONSCHEDULED VISITS DURING NORMAL BUSINESS HOURS</b>	<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 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
---	------------------------------	--

- 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"/>	<b>6. SOFTWARE/FIRMWARE UPGRADES</b>	<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"/>	<b>7. SOFTWARE BACK-UP</b>	<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 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"/>	<b>8. REPAIR AND REPLACEMENT</b>	<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).
- 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 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	244	All Temperature Devices	
Humidity Sensors		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	



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**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

## Facility Automation Solutions, Inc. Maintenance Services Agreement

### Schedule B - Facility Automation Solution's Prevailing Labor Rates Effective January 1, 2015

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 consider3d 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.

September 3, 2015

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

**Proposal: Maintenance Agreement for 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 Controls 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:** 10/01/15

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

To be invoiced monthly at the rate of  
**\$4,611.00/Monthly**

Please contact me with any questions at 446-8100.

This proposal is valid for a period of 120 days

Accepted by:

Pat Edwards 9-28-15  
Signature Date

Pat Edwards, Chairman  
Name Title

Facility Automation Solutions, Inc.

Paul Katich 9/4/15  
Signature Date

Paul Katich Customer Account Rep  
Name Title

Attest to Chairman's signature

John A. Crawford  
John A. Crawford, Ex-Officio Clerk

Approved as to form by County Attorney

Michael Mullin

MES  
09-29-15



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# **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"/>	<b>2. SERVICE CALLS (NONSCHEDULED) VISITS DURING NORMAL BUSINESS HOURS</b>	<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"/>	<b>3. AFTER HOUR SERVICE CALLS (NONSCHEDULED VISITS DURING NORMAL BUSINESS HOURS)</b>	<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"/>	<b>4. REMOTE SUPPORT</b>	<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
--	------------------------------	--

- 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**

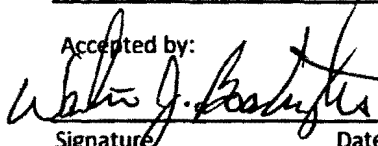
**Annual Maintenance Agreement (See Attached) -**  
**For the annual sum of - \$55,332.00**

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

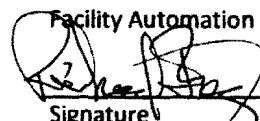
Please contact me with any questions at (904) 446-8119.

This proposal is valid for a period of 60 days

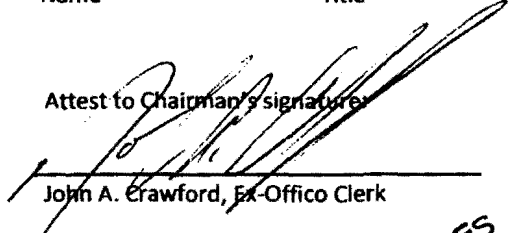
Accepted by:

 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 Mullin

MES  
09-21-16