



Building Intelligence for the Future

Customer: Board of Sumter County Commissioners
County Jail Building F and Bravo Kitchen & BOCC Service Center
Sumter County, FL

Proposal Date: March 15, 2022

Scope of Service: We are pleased to offer this preventative maintenance and service agreement for your Delta Controls HVAC Controls equipment and software. The building and equipment listings, terms and conditions, and service delivery plan, included in this agreement cover the rights and obligations of both the Customer and Advanced Automation Systems, Inc. (AAS).

Quarterly scheduled services:

Check the overall performance of the Direct Digital Controls (DDC) System in the time allotted. Calibrate, adjust, clean, and verify all hardware. Update enteliWEB software and renew software subscription. Simulate alarms and fine tune system as required.

Verify software, programming, and graphics and perform system updates including backup on the PC workstation(s). Additional on-site training reinforcement or software modifications as requested. Generate a service/maintenance site logbook and a report of all tested equipment and repairs. Make recommendations to rectify any problems found outside this agreement. 24hr Remote Access and Scheduling as needed at customers request. Onsite maintenance and service will be provided during normal business hours M-F / 7AM- 5PM.

Unscheduled requested service calls will be at a 4-hour or better response time.

Additional service labor requested outside this agreement will be at our discounted hourly rate of \$85.00/Hr. M-F, 7AM - 5PM. After hours work to be billed at time and a half.

Additional parts and equipment (not under separate warranty) is not included in this agreement. Additional parts and equipment required will be discounted 10% off standard pricing with this agreement.

Term and Renewal:

This PM agreement is effective on March 22, 2022 It will continue for a term of one (1) year. Either party can terminate this agreement at any time without cause by 30 days notice to the other party.

Price and payment terms:

The total price for AAS PM Services for the original term of this agreement is \$ 6,749.00 annually.

This amount will be paid to AAS in quarterly installments of \$1,687.25 This proposal is valid for 45 days from proposal date. This is equal to 64 hours a year or 16 hours a every quarter.

See Attached additional terms, conditions, service location/equipment lists and service Delivery plan included in this agreement.

We thank you for this opportunity and look forward to servicing your Direct Digital Controls (DDC) HVAC Controls Systems.

Respectfully;
Advanced Automation Systems, Inc.

Joe Foster
Sales Engineer



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PM Service Location:

Board of Sumter County Commissioners

System Type

DDC Controls

Please see attached equipment lists and PM Service delivery plan.

General Terms and Conditions included in this agreement as follows:

Initial Equipment inspection:

AAS will inspect the covered equipment within 90 days of the date of this agreement or as operational conditions permit. AAS will advise the customer of any covered equipment not in working order or needing repair. With the customer's approval, AAS will perform the work necessary to put the covered equipment in proper working condition. This work will be performed at AAS discounted labor fee of \$85.00 hour adjustable for renewal service terms and standard fee for parts. If the customer does not have the work done, the equipment will be removed from the list of covered equipment and the PM agreement pricing will be adjusted.

Warranty:

AAS warrants that our services will be provided in a good and workmanlike manner and that parts repaired or replaced by AAS will be free from defects in material until the end of this agreement. AAS's sole obligation will be to repair or replace defective parts or to properly redo defective services. AAS Disclaims all other warranties on the equipment or services under this agreement (unless original system warranty is in place), including any implied warranties of merchantability and fitness for a particular purpose.

Customer Obligations:

The customer warrants that, to the best of the customer's knowledge, all covered equipment is in good working condition and that the customer has given or will provide all information of which the customer is aware concerning the condition of the covered equipment. The customer agrees that, during the term of this agreement, the customer will:

- Operate the covered equipment according to the manufacturer's recommendations
- Maintain accurate and current work logs and information on the covered equipment
- Provide an adequate environment for the covered equipment as recommended by AAS including; space, power, temperature and humidity control
- Notify AAS immediately of any equipment malfunction, damage or other condition affecting proper operation of the equipment
- Allow AAS to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that AAS can perform the services under this agreement.
- The customer acknowledges that its failure to meet these obligations will relieve AAS of any responsibility for equipment breakdown, or any necessary repair or replacement of equipment.

Access:

The customer will give AAS full access to all covered equipment or associated equipment when AAS requests such access to provide service. If access cannot be provided, AAS's obligations under this agreement will be suspended until required access to the equipment is provided. Matters affecting AAS's access to the equipment may include, but are not limited to, removal, replacement, repair refinishing, restoration, reconstruction, or other remedial actions taken by the customer with respect to the equipment of the customer's facility. Suspension of AAS's service duties for this reason will not cancel or suspend any of the customer's obligations under this agreement.



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Exclusions:

AAS Services under this agreement do not include:

- Supplies, accessories, or any items normally consumed during the use of the covered equipment, such as printer cartridges, bulbs, paper.
- Service calls resulting from lack of operator preventative maintenance, site related problems, or operator error.
- Services calls due to failures resulting from acts of god, abuse or misuse of equipment, or alterations or repairs to equipment not performed by AAS.
- Materials or supplies for painting or refinishing of equipment
- Electrical work to the facility necessary because of equipment
- Service calls resulting from attachments made to covered equipment or other related equipment not listed in this agreement.
- Repair or replacement of structural supports, walls, ceilings, flooring, doors, and enclosures not normally maintained within this service agreement.
- Services calls resulting from the effects of erosion, corrosion, chemical or high pressure cleaning, or damage from environmental conditions beyond what is prevented by AAS's normal maintenance services.
- Service or equipment repairs caused by negligence of others including vandalism or unauthorized equipment operators.
- Service calls or repairs that affect covered equipment and caused by power surges or fluctuations

Indemnity:

Firm shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Firm shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Firm, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, Florida Statutes.

Limitation of Liability:

Neither AAS nor the customer will be responsible to the other for any special, indirect or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond, and without the intentional misconduct or negligence of that party. Such conditions include, but are not limited to: acts of god, acts of government agencies, strikes, labor disputes, fire, explosions or other casualties, Thefts, vandalism, riots or war, unavailability of parts, materials or supplies. The customer understands that AAS is not an insurer for the equipment. AAS shall not be responsible for any damage or loss that may result from fire or security equipment that fails to perform properly or fails to prevent a casualty loss. AAS is not responsible for any injury, loss, or damage caused by equipment that is not covered under this agreement.



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Renewal Price Adjustment:

AAS will provide the customer with notice of any adjustments in the agreed price applicable to the renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless the customer terminates the agreement as provided in the term/renewal provision of this agreement, the adjusted price shall be the accepted price for the renewal period.

Should any changes to relevant regulations, laws, or codes substantially affect AAS's services or obligations, the customer agrees to negotiate with AAS for appropriate changes to the scope or price of this agreement or both.

Payment Terms:

NET45 payment terms per FL Statutes.

All payments not made within the terms above will bear finances charges of 1% of the principal amount due after each 45-day period thereafter.

Public Records Compliance:

1. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

2. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**



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Please Sign and return for Approval:

<u>Owner:</u> Board of Sumter County Commissioners By: _____ Printed Name: _____ Title: _____ Date: _____ Purchase Order: _____
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<u>Contractor:</u> Advanced Automation Systems, Inc. By: _____ Printed Name: _____ Title: _____ Date: _____

Respectfully;
Advanced Automation Systems, Inc.
Joe Foster
Sales Engineer