

AUTOMATED BUILDINGS, INC ©

DELTA CONTROLS MAINTENANCE & SERVICE AGREEMENT

Project: Sumter County Service Center
Address: 7375 CR 139, Wildwood Fl. 34785
Buildings: (1) Main Building
Attn: Facilities Management
Date: 1/11/13 REVISED 1/28/13 (See verbiage in red below)

Proposal #: SA130111-01PZ
(2) Year Agreement with
2-Year Renewal

CONTROLS SERVICE AGREEMENT GOALS

The overall goal of this Controls Service Agreement is to **ensure** that the equipment being controlled by the Delta Controls System is operating **properly, safely & efficiently** while providing the **best comfort possible** for the students and the faculty.

“SCOPE OF WORK”

We propose to provide Planned Maintenance for: the Delta Building Controls System. The frequency of Planned Maintenance is **(2)** times per year & includes the following services:

- **One Annual Inspection will be performed as follows: (Month: February 2013 & 2014)**
 - **Control Input & Output Device Set Up & Review:** This includes **set up & reviewing** all input and output devices to verify operation.
 - **Control Operating Schedules and Calendar Set Up & Review:** **Set up & review** all system schedules and discuss with the Facilities Manager to **ensure the scheduled run times coincide with the Facilities use.**
 - **Control Alarms:** **Set up alarms** to alert **ABI personnel of equipment and space conditions that have exceeded acceptable limits.** These alarms can be set up in several categories such as Critical, Maintenance and Non-Critical Alarms.
 - **Control Setpoints:** **Set up & review setpoints with the Facilities Manager**, these setpoints will be reviewed during other scheduled Maintenance visits.
 - **Verification:** **Verification of all Variable Air Volume devices** and all associated Control Devices.
 - **Inspection of:** all electro-mechanical devices and terminations **including low and high voltage wiring.**
 - **Calibration:** of **all sensors** associated with the temperature control system.
 - **Database Management:** This includes backing up of all site databases for **emergency purposes.**
 - **Reports:** Produce a **detailed report** for each piece of equipment.
 - **Training:** Identify **specific areas of training** for the facilities personnel utilizing the Delta System

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Design, Service, and Installation of Building Control Systems

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- One Semiannual Inspection will be performed as follows (Month: August 2013 & 2014)
 - **Control Input & Output Device Review:** This includes reviewing all input and output devices to verify operation.
 - **Control Operating Schedules and Calendar Review:** review all system schedules and discuss with the Facilities Manager to ensure the scheduled run times coincide with the Facilities use.
 - **Control Alarms:** Review set up alarms as required to alert ABI personnel of equipment and space conditions that have exceeded acceptable limits.
 - **Control Setpoints:** Set up as required & review setpoints with the Facilities Manager, these setpoints will be reviewed during other scheduled Maintenance visits.
 - **Verification:** Verification of all Variable Air Volume devices and all associated Control Devices.
 - **Training:** Identify specific areas of training for the facilities personnel utilizing the Delta System

- Specialty Items
 - **Remote Monitoring, Technical Support and Service:** (2) hours per month will be allocated for (adjusting setpoints, special event calendars etc.) Each remote support / service will be tracked in 30-minute minimum sessions as applicable. This does not include Overtime Service as described below.
 - **Control System Data Back-Up:** Current up to date data storage maintained on our archives at our office. This will reduce system down time in the event a control item needs replacing.
 - ABI will remotely access the site each Week to make sure that all equipment is operating per the existing Controls Sequence of Operation. This will help to minimize emergency calls.

- Service Rates:
 - **Standard Service Rates:** Under this agreement Standard Service rates are **reduced from \$125.00 per hour to \$100.00 per hour.** Monday through Friday between 7AM & 5PM (Excluding Holidays)
 - **Overtime Rates:** Under this agreement Overtime Service rates are **reduced from \$187.50 per hour to \$150.00 per hour.**
 - **A 5% discount will be issued on all parts** required to make necessary repairs.
 - **If ABI also performs HVAC Service then the following rates will be applied to Controls & HVAC Service from that point on: Standard Service Rates: \$85.00 per hour & Overtime Rates: \$127.50 per hour. A 10% discount on parts will also be issued**

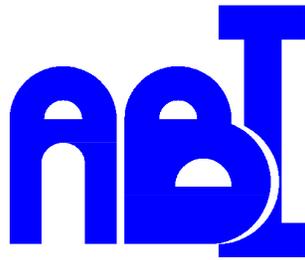
Priority Service: All “Demand Service” requests will be treated as “Priority Status” which means they will be completed prior to “Non Agreement” customers request for service.

Work Hours: Standard work hours are Monday through Friday 7:00AM to 5:00PM excluding Holidays. Any additional material, labor or repairs required will be submitted in the form of a written Proposal for customer’s approval before proceeding with the work.

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“TWO” Year Annual Service Agreement Begins on: (February 1st, 2013) and Ends on (January 31st, 2015)

➤ ***Automated Buildings Inc. Qualifications:***

- E-Verify Vendor/Contractor/Subcontractor certified (see attachment)
 - E-Verify is a system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.
- Class “A” Certified Air Conditioning Contractor: CAC053811 (see attachment)
- Registered Electrical Contractor: ER0011197 (see attachment)
- State Licensed “D-52” Equipment Manufacturers Authorized Warranty Provider
- Factory Authorized Servicer for Automated Energy Management Systems
- Insurance Requirements:
 - The Independent Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverage, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Contractor under this contract.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI will be required. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442. If F.S. 627.442 applies, the contractor shall provide written confirmation from the insurance company that they are self-insured.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** Each Occurrence and **\$1,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (**NOTE: Elective exemptions or coverage through an employee leasing arrangement will be evaluated on a case by case basis**).

Umbrella or Excess Liability (needed for large contracts as determined by Financial Services) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or E & O Liability (when applicable) The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an "Additional Insured" on the Professional and/or E & O Liability.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the

Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise

any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverage's, limits or endorsements required herein protect the primary interests of the County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured - Owners, Lessees, or Contractors, or CG 2026 Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Attention: Financial Services Department
7375 Powell Rd, Suite 206
Wildwood, FL 34785

Contractor Insurance Requirements Summary

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442.

General Liability

\$1,000,000 per occurrence/\$2,000,000 Aggregate

Business Auto Liability

\$1,000,000 per occurrence

Workers' Compensation

According to Florida Statutes Chapter 440

Umbrella or Excess Liability

Needed for certain large contracts as determined by Financial Services
\$2,000,000 per occurrence/\$2,000,000 Aggregate.

Professional or E & O Liability (when applicable)

Needed for professional service projects as determined by Financial Services.
\$2,000,000 Per Occurrence/\$2,000,000 Aggregate.

Builders Risk

Needed for construction projects as determined by Financial Services.

Waiver of Subrogation

The Contractor shall provide the County with a waiver of subrogation for each required policy.

Additional Insured Endorsement

The Contractor shall name the **Sumter County Board of County Commissioners** as additional insured on the general liability policy.

Certificate of Insurance

Contractor shall provide the County with a Certificate of Insurance at the beginning of the contract period. The County should be notified by the insurer within 30 days of cancellation of any required insurance. Certificate of Insurance should be delivered to the following address:

Sumter County Board of County Commissioners
Attention: Financial Services Department
7375 Powell Rd, Suite 206
Wildwood, FL 34785

For specific details on the information listed above, please see the Standard Insurance Requirements document or contact Financial Services by phone 352-689-4435 or fax 352-689-4436.

Updated 4/17/12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Complete Producers Name Address	CONTACT NAME: Contact Name
	PHONE (A/C, No, Ext): XXX-XXX-XXXX FAX (A/C, No): XXX-XXX-XXXX
City ST XXXXX-XXXX	E-MAIL ADDRESS: XXXXXXXXXXXXX
	PRODUCER CUSTOMER ID #: XXXXXXXX
INSURED Full Name and Address	INSURER(S) AFFORDING COVERAGE
	INSURER A: A Rated Carrier
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
	NAIC # include

COVERAGES CERTIFICATE NUMBER: Sample Certificate REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Program / Contract Consultants are required to maintain General Aggregate coverage of \$1,000,000 Deductible of Retention may not exceed \$25,000			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Deductible of Retention may not exceed \$25,000			EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Insurance Errors & Omissions		If Applicable			Policy Limit \$2,000,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured on the General Liability CG2010 Additional insured - Owner, Lessees or Contractor or CG2026 Additional insured - Owner, Lessees or contractor - Scheduled Person or organization endorsement or similar endorsement providing equal or broader additional insured coverage. Additional insured on Auto, Umbrella or Excess Liability must Follow Form. Waiver of Subrogation including Workers Compensation SEE INSURANCE REQUIREMENT SHEET ATTACHED

CERTIFICATE HOLDER

(352) 689-4436

Sumter County Board of County Commissioners
 Attention: Financial Services
 7375 Powell Road, Suite 206
 Wildwood, FL 34785

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Total Investment:\$2,115.00 per Year

2-Year Renewal Discount:.....<\$115.00> per Year

Revised 2-Year Total Investment:.....\$4,000.00 (2013 & 2014)

45 PWZ

Payment is due in full upon completion of the first Maintenance visit for Year One of this agreement net 30 days from invoice date; the same parameters apply to year 2.

Sumter County can @ any time during this agreement terminate the agreement in writing with a 30-day notice of termination if it feels that the value has not achieved the level anticipated. A pro-rated refund will be issued by ABI for services not performed through the date the termination is activated (30 days from receipt of termination letter) by ABI. The refund will be pro-rated as follows: 70% for the Annual Service & 30% for the Semi-Annual Service on a per year basis.

45 PWZ

(This quotation is valid for 30 days from 1/28/13.)

*Submitted By: Pete Zeitler
General Manager*

ACCEPTED BY CUSTOMER: _____
Signature Print Name Date

Purchase Order or Authorization #: _____